

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: October 14, 2019

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the September 23, 2019 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - 1. Renewal of Class "B" Native Wine Permit with Sunday Sales – *Carroll Design & Salvage*
 - 2. Renewal of Class "E" Liquor License with Class "C" Beer Permit (Carryout Beer) and Class "B" Wine Permit (Carryout Wine Includes Native Wine – *Fareway Stores, Inc. #409*
 - 3. Renewal of Class "C" Beer Permit with Class "B" Wine Permit (Carryout Wine Includes Native Wine) and Sunday Sales - *Hy-Vee Fast & Fresh*
 - 4. Renewal of Class "C" Liquor License with Catering Privilege and Sunday Sales – *Hy-Vee Market Cafe*
 - D. Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc.
 - 1. Annual Tax Increment Finance Appropriations FY 2021
- IV. Oral Requests and Communications from the Audience
- V. Proclamations – City Week and National Breast Cancer Awareness Month
- VI. Ordinances
 - A. Carroll County Law Enforcement Center
 - 1. Possible motion to reconsider the third reading of the Ordinance to amend parking on Main Street
 - 2. Ordinance to amend parking on Main Street – Third Reading and possible adoption

3. Motion directing staff to restripe the parking on the east side of Main Street between 4th and 5th Street to a 60-degree angle which would add to additional parking spaces
4. Motion directing staff to remove the drive access to the south police department parking lot on the east side of Main Street which will add four additional parking spaces on the east side of Main Street with the upcoming Streetscape Phase 10 project

VII. Resolutions

- A. Water Storage Tower Rehabilitation – 2019
 1. Professional Services Agreement Amendment No. 2
- B. West Street Resurfacing – 2020
 1. Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project
- C. Water Supply Well Replacement – 2020
 1. Professional Services Agreement
- D. Water Distribution Main Replacements – 2020
 1. Professional Services Agreement

VIII. Reports

- A. Wastewater Treatment Plant Disinfection Improvements
 1. Change Order No. 1
- B. Carroll Public Library Furniture Fixtures and Equipment (FFE) Package
 1. Report of Bid Opening
- C. Carroll Public Library Security Cameras
 1. Report of Bid Opening
 2. Award of Bid
- D. Carroll Trails Improvement 2019 – Change Order No. 2

IX. Committee Reports

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Adjourn

October/November Meetings:

Airport Commission – October 14, 2019 – 21177 Quail Avenue
Library Board of Trustees – October 21, 2019 – City Hall - 627 N Adams Street
City Council – October 28, 2019 – City Hall – 627 N Adams Street
City Council Planning Session – October 29, 2019 – City Hall - 627 N Adams Street
Board of Adjustment – November 4, 2019 – City Hall – 627 N Adams Street
City Council – November 11, 2019 – City Hall – 627 N Adams Street
Airport Commission – November 11, 2019 – 21177 Quail Avenue
Planning and Zoning Commission – November 13, 2019 – City Hall - 627 N Adams Street
Library Board of Trustees – November 18, 2019 – City Hall - 627 N Adams Street
Parks, Recreation and Cultural Advisory Board – November 18, 2019 – City Hall - 627 N Adams Street
City Council – November 25, 2019 – City Hall – 627 N Adams Street

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The City of Carroll will make every attempt to accommodate the needs of persons with disabilities, please notify us at least three business days in advance when possible at 712-792-1000, should special accommodations be required.

COUNCIL MEETING

SEPTEMBER 23, 2019

(Please note these are draft minutes and may be amended by Council before final approval.)

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner (arrived at 5:18 p.m.), Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and Attorney Barry Bruner attended in the absence of City Attorney Dave Bruner.

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The Pledge of Allegiance was led by the City Council. No Council action taken.

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It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the September 9, 2019 Council meeting, as written; b) bills and claims in the amount of \$724,034.28; c) Renewal of Class "C" Liquor License (Commercial) with Sunday Sales – *Denny's* and the addition of Carryout Wine to existing Class "E" Liquor License including Native Wine, Carryout Beer and Sunday Sales – *Casey's General Store #3082*; d) scheduling the Council annual planning session on October 29, 2019, 4PM, City Hall Council Chambers to be led by Regenia Bailey. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

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There were no oral requests or communications from the audience.

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Council Member Fleshner arrived at 5:18 p.m.

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Mayor Jensen read a proclamation declaring October 6 - 12, 2019 as Fire Prevention Week throughout the City of Carroll. No Council action taken.

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It was moved by Kots, seconded by Dirkx, to approve the third reading of an ordinance amending provisions to parking by removing parking on the east side of Main Street from 5th Street to 225 feet north of 5th Street. On roll call: Ayes: Dirkx, Fleshner and Kots. Nays: Boes, Haley and Siemann. Motion failed.

* * * * *

It was moved by Drikk, seconded by Haley, to approve the second reading and waive the third reading of the Ordinance for the Division of Revenues under Section 403.19, Code of Iowa, for the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Haley, seconded by Siemann, to adopt said Ordinance No. 19-08. On roll call, all present voted aye. Absent: None. Motion carried.

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An Ordinance Amending the Code of Ordinances by adding a stop for vehicles traveling on Adams Street at the intersection of First Street was introduced by Council Member Fleshner.

It was moved by Fleshner, seconded by Siemann, to approve the first reading and waiving the second and third readings of said ordinance. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Kots, seconded by Haley, to adopt said Ordinance No. 19-09. On roll call, all present voted aye. Absent: None. Motion carried.

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At 5:38 p.m. Mayor Jensen opened a public hearing on the plans, specifications, form of contract and estimated cost for the Middle Racoon River Streambed Stabilization – 2019 Project. Mayor Jensen closed said hearing at 5:41 p.m.

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 19-69, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the Middle Racoon River Streambed Stabilization – 2019 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Haley, to approve Resolution No. 19-70, Project Agreement with Hungry Canyons Alliance for the Middle Racoon River Streambed Stabilization – 2019 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Dirkk, to approve Resolution No. 19-71, Agreement with JEO Consulting Group, Inc. for Professional Services in an estimated amount of \$210,650.00 for the Street Resurfacing – 2020 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 5:52 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

10-10-2019 01:55 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019
PARTIALLY ITEMS DATES:	9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019
UNPAID ITEMS DATES :		9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-003465	ABSOLUTE CONCRETE CONSTRU	TRAIL IMPROVEMENTS 2019	31,501.67	0.00	000000	0/00/00	31,501.67
		** TOTALS **	31,501.67	0.00			31,501.67
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	93.71	0.00	000000	0/00/00	93.71
		** TOTALS **	93.71	0.00			93.71
01-001704	ACCO	POOL/SPA CHEMICALS	895.40	0.00	000000	0/00/00	895.40
		** TOTALS **	895.40	0.00			895.40
01-001621	ACE HARDWARE	SUPPLIES	36.99	0.00	000000	0/00/00	36.99
01-001621	ACE HARDWARE	WEIGHT STORAGE BENCH REPAIRS	30.60	0.00	000000	0/00/00	30.60
01-001621	ACE HARDWARE	LIGHT BULBS	5.98	0.00	000000	0/00/00	5.98
01-001621	ACE HARDWARE	LIGHT BULBS	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SUPPLIES	131.91	0.00	000000	0/00/00	131.91
01-001621	ACE HARDWARE	KEYS	3.98	0.00	000000	0/00/00	3.98
01-001621	ACE HARDWARE	SUPPLIES	5.80	0.00	000000	0/00/00	5.80
01-001621	ACE HARDWARE	SUPPLIES	2.49	0.00	000000	0/00/00	2.49
01-001621	ACE HARDWARE	PVC PIPE	15.99	0.00	000000	0/00/00	15.99
01-001621	ACE HARDWARE	LOCKER ROOM REPAIRS	170.74	0.00	000000	0/00/00	170.74
01-001621	ACE HARDWARE	SUPPLIES	10.95	0.00	000000	0/00/00	10.95
		** TOTALS **	425.42	0.00			425.42
01-001910	AHLERS & COONEY P.C.	MISC UR QUESTIONS	90.00	0.00	000000	0/00/00	90.00
01-001910	AHLERS & COONEY P.C.	SIXTH AMENDED UR PLAN	663.25	0.00	000000	0/00/00	663.25
01-001910	AHLERS & COONEY P.C.	MISC LEGAL ADVICE	222.00	0.00	000000	0/00/00	222.00
		** TOTALS **	975.25	0.00			975.25
01-003286	ALL CLEAN OF IOWA INC.	EXHAUST SYSTEM CLEANING	585.00	0.00	000000	0/00/00	585.00
		** TOTALS **	585.00	0.00			585.00
01-002069	ALL PRO DOOR CO.	GARAGE DOOR REPAIRS	185.00	0.00	000000	0/00/00	185.00
		** TOTALS **	185.00	0.00			185.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	4,271.27	4,271.27-	115973	10/10/19	0.00
		** TOTALS **	4,271.27	4,271.27-			0.00
01-029040	ANTHONY A. VONNAHME	DEGREASER	152.32	0.00	000000	0/00/00	152.32
		** TOTALS **	152.32	0.00			152.32
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	11.20	0.00	000000	0/00/00	11.20
01-002370	ARNOLD MOTOR SUPPLY	CLEANER	71.98	0.00	000000	0/00/00	71.98
01-002370	ARNOLD MOTOR SUPPLY	BATTERY	29.99	0.00	000000	0/00/00	29.99
		** TOTALS **	113.17	0.00			113.17

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-002539	AUTO GRAPHICS PLUS	GOLF COURSE SIGN	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-002805	BADDING CONSTRUCTION CO.	CITY HALL/LIBRARY #12	217,751.78	0.00	000000	0/00/00	217,751.78
		** TOTALS **	217,751.78	0.00			217,751.78
01-001829	BARKER LEMAR ENGINEERING	N. CARROLL ST - PHASE I	2,316.75	0.00	000000	0/00/00	2,316.75
		** TOTALS **	2,316.75	0.00			2,316.75
01-000609	BIERSCHBACH EQUIP & SUPPL	CAST IRON RETURNED	100.00-	0.00	000000	0/00/00	100.00-
01-000609	BIERSCHBACH EQUIP & SUPPL	SIDEWALK/PEDESTRIAN RAMPS	7,545.00	0.00	000000	0/00/00	7,545.00
		** TOTALS **	7,445.00	0.00			7,445.00
01-003515	BOMGAARS	SUPPLIES RETURNED	12.68-	0.00	000000	0/00/00	12.68-
01-003515	BOMGAARS	SUPPLIES RETURNED	18.49-	0.00	000000	0/00/00	18.49-
01-003515	BOMGAARS	SUPPLIES	73.20	0.00	000000	0/00/00	73.20
01-003515	BOMGAARS	SUPPLIES	2.42	0.00	000000	0/00/00	2.42
01-003515	BOMGAARS	SUPPLIES	65.97	0.00	000000	0/00/00	65.97
01-003515	BOMGAARS	SUPPLIES	64.30	0.00	000000	0/00/00	64.30
01-003515	BOMGAARS	FUSES	9.48	0.00	000000	0/00/00	9.48
01-003515	BOMGAARS	SUPPLIES	68.47	0.00	000000	0/00/00	68.47
01-003515	BOMGAARS	SUPPLIES	6.49	0.00	000000	0/00/00	6.49
01-003515	BOMGAARS	PAINT	35.92	0.00	000000	0/00/00	35.92
01-003515	BOMGAARS	SUPPLIES	92.55	0.00	000000	0/00/00	92.55
01-003515	BOMGAARS	FASTENERS	3.50	0.00	000000	0/00/00	3.50
01-003515	BOMGAARS	PUMP AND SUPPLIES	263.56	0.00	000000	0/00/00	263.56
01-003515	BOMGAARS	224 N MAIN SUPPLIES	55.09	0.00	000000	0/00/00	55.09
01-003515	BOMGAARS	SUPPLIES	120.80	0.00	000000	0/00/00	120.80
01-003515	BOMGAARS	SUPPLIES	109.01	0.00	000000	0/00/00	109.01
01-003515	BOMGAARS	JET/VAC TRUCK REPAIRS	17.75	0.00	000000	0/00/00	17.75
01-003515	BOMGAARS	SUPPLIES	18.49	0.00	000000	0/00/00	18.49
01-003515	BOMGAARS	SUPPLIES	79.94	0.00	000000	0/00/00	79.94
01-003515	BOMGAARS	SUPPLIES	12.98	0.00	000000	0/00/00	12.98
01-003515	BOMGAARS	3 POINT SPRAYER	349.99	0.00	000000	0/00/00	349.99
		** TOTALS **	1,418.74	0.00			1,418.74
01-003670	BRIGGS INC OF OMAHA	SIGNAL BOX FILTERS	52.32	0.00	000000	0/00/00	52.32
		** TOTALS **	52.32	0.00			52.32
01-003693	BRUNER & BRUNER	GENERAL WORK	661.50	0.00	000000	0/00/00	661.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	648.00	0.00	000000	0/00/00	648.00
01-003693	BRUNER & BRUNER	PARKS AND RECREATION	54.00	0.00	000000	0/00/00	54.00
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	243.00	0.00	000000	0/00/00	243.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	148.50	0.00	000000	0/00/00	148.50

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		** TOTALS **	1,755.00	0.00			1,755.00
01-003140	CANINE TACTICAL	K-9 TRAINING	550.00	0.00	000000	0/00/00	550.00
		** TOTALS **	550.00	0.00			550.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	161.92	0.00	000000	0/00/00	161.92
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	127.26	0.00	000000	0/00/00	127.26
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	110.00	0.00	000000	0/00/00	110.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	77.68	0.00	000000	0/00/00	77.68
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	31.50	0.00	000000	0/00/00	31.50
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	122.00	0.00	000000	0/00/00	122.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	55.00	0.00	000000	0/00/00	55.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SERVICES	69.00	0.00	000000	0/00/00	69.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	447.25	0.00	000000	0/00/00	447.25
		** TOTALS **	1,201.61	0.00			1,201.61
01-004122	CARROLL AREA CHILD CARE	FY 20 FUNDING REQUEST	17,000.00	0.00	000000	0/00/00	17,000.00
		** TOTALS **	17,000.00	0.00			17,000.00
01-000747	CARROLL AUTO SUPPLY	FUEL SUPPLEMENT	188.64	0.00	000000	0/00/00	188.64
01-000747	CARROLL AUTO SUPPLY	BATTERIES	219.86	0.00	000000	0/00/00	219.86
		** TOTALS **	408.50	0.00			408.50
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	600.00	0.00	000000	0/00/00	600.00
		** TOTALS **	600.00	0.00			600.00
01-004155	CARROLL COUNTY	GASOLINE	4,411.05	0.00	000000	0/00/00	4,411.05
		** TOTALS **	4,411.05	0.00			4,411.05
01-004173	CARROLL COUNTY 911 FUND	25% COST SHARE 2 PAGERS	229.78	0.00	000000	0/00/00	229.78
		** TOTALS **	229.78	0.00			229.78
01-004160	CARROLL COUNTY AUDITOR	COMM CENTER FY20 1ST QTR	59,296.83	0.00	000000	0/00/00	59,296.83
		** TOTALS **	59,296.83	0.00			59,296.83
01-004166	CARROLL COUNTY ISU EXTENS	ORNAMENTAL/TURF CONFERENCE	175.00	175.00-	115943	10/01/19	0.00
		** TOTALS **	175.00	175.00-			0.00
01-002169	CARROLL COUNTY PUBLIC HEA	HEP B #2 SATTERWHITE	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-004170	CARROLL COUNTY RECORDER	RECORDING FEES - SCHABEN DEED	41.00	0.00	000000	0/00/00	41.00
01-004170	CARROLL COUNTY RECORDER	RECORDING FEES DOWNTOWN UR PLA	137.00	0.00	000000	0/00/00	137.00
		** TOTALS **	178.00	0.00			178.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-004183	CARROLL COUNTY TREASURER	LIEN FILING FEE 624 SAN SALVAD	5.00	5.00-	115930	9/25/19	0.00
01-004183	CARROLL COUNTY TREASURER	LIEN FILING FEE 624 SAN SALVAD	5.00	5.00-	115931	9/25/19	0.00
		** TOTALS **	10.00	10.00-			0.00
01-024005	CARROLL EYE CARE ASSOC.	KENNEBECK EYE EXAM	26.00	0.00	000000	0/00/00	26.00
		** TOTALS **	26.00	0.00			26.00
01-004186	CARROLL EYE CLINIC	SAFETY GLASSES - KEAT	146.75	0.00	000000	0/00/00	146.75
		** TOTALS **	146.75	0.00			146.75
01-004200	CARROLL LUMBER	WEIGHT ROOM BENCH REPAIRS	13.01	0.00	000000	0/00/00	13.01
		** TOTALS **	13.01	0.00			13.01
01-002977	CARROLL REFUSE SERVICE	SEPT. TRASH COLLECTIONS	11,592.72	11,592.72-	115970	10/10/19	0.00
		** TOTALS **	11,592.72	11,592.72-			0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	61.06	61.06-	115926	9/25/19	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	151.79	151.79-	115927	9/25/19	0.00
		** TOTALS **	212.85	212.85-			0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,517.09	12,517.09-	000596	9/26/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,438.88	12,438.88-	000610	10/10/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,894.06	14,894.06-	000596	9/26/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,258.12	15,258.12-	000610	10/10/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,480.98	4,480.98-	000596	9/26/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,588.14	4,588.14-	000610	10/10/19	0.00
		** TOTALS **	64,177.27	64,177.27-			0.00
01-003451	COMMUNICATION INNOVATORS	AUDIO VIDEO SERVICES	2,745.00	0.00	000000	0/00/00	2,745.00
01-003451	COMMUNICATION INNOVATORS	AUDIO VIDEO SERVICES	2,475.00	0.00	000000	0/00/00	2,475.00
		** TOTALS **	5,220.00	0.00			5,220.00
01-004836	COMMUNITY OIL CO. INC.	SUPPLIES	326.65	0.00	000000	0/00/00	326.65
		** TOTALS **	326.65	0.00			326.65
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	200.00	0.00	000000	0/00/00	200.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER SET-UP AND ISSUES	1,409.00	0.00	000000	0/00/00	1,409.00
01-000366	COMPUTER & NETWORK SPEC	WINDOWS 10 UPGRADE	1,035.00	0.00	000000	0/00/00	1,035.00
		** TOTALS **	2,644.00	0.00			2,644.00
01-002071	COMPUTER REPAIR & SERVICE	ROUTER ANTI-VIRUS	320.00	0.00	000000	0/00/00	320.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	212.50	0.00	000000	0/00/00	212.50
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS - PARKS	32.10	0.00	000000	0/00/00	32.10

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PARTIALLY ITEMS DATES:	9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019
UNPAID ITEMS DATES :		9/20/2019 THRU 10/10/2019	9/20/2019 THRU 10/10/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	564.60	0.00			564.60
01-001539	CONFLUENCE	STREETSCAPE PHASE 10	1,486.00	0.00	000000	0/00/00	1,486.00
		** TOTALS **	1,486.00	0.00			1,486.00
01-004841	CONSTRUCTION MATERIALS	SMOOTH BAR/ REBAR EPOXY COATED	2,934.50	0.00	000000	0/00/00	2,934.50
		** TOTALS **	2,934.50	0.00			2,934.50
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER MAINT.	146.25	0.00	000000	0/00/00	146.25
		** TOTALS **	146.25	0.00			146.25
01-002934	COREY & RON'S LAWN SERVIC	NUISANCE 624 SAN SALVADOR	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-036008	COREY VENTEICHER	STEEL TOED SHOES	200.00	200.00-	115979	10/10/19	0.00
		** TOTALS **	200.00	200.00-			0.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	2,081.60	0.00	000000	0/00/00	2,081.60
01-005395	D & K PRODUCTS	TURF SUPPLIES	2,404.04	0.00	000000	0/00/00	2,404.04
01-005395	D & K PRODUCTS	TURF SUPPLIES	364.80	0.00	000000	0/00/00	364.80
01-005395	D & K PRODUCTS	TURF SUPPLIES	1,292.50	0.00	000000	0/00/00	1,292.50
01-005395	D & K PRODUCTS	FERTILIZER	347.50	0.00	000000	0/00/00	347.50
		** TOTALS **	6,490.44	0.00			6,490.44
01-002648	D/R ELECTRIC INC.	POWER SUPPLY - LIGHT BAR	172.50	172.50-	115924	9/25/19	0.00
		** TOTALS **	172.50	172.50-			0.00
01-003485	DALE POTTEBAUM	LTAP CONFERENCE ROADS/STREETS	210.56	210.56-	115929	9/25/19	0.00
		** TOTALS **	210.56	210.56-			0.00
01-002935	DEANN'S CUPCAKES	150TH CELEBRATION SUPPLIES	33.00	0.00	000000	0/00/00	33.00
		** TOTALS **	33.00	0.00			33.00
01-000854	DEARBORN NATIONAL	OCT. LIFE INS. PREMIUMS	307.24	307.24-	115939	10/01/19	0.00
		** TOTALS **	307.24	307.24-			0.00
01-002811	DEVIN PUDENZ	IRWA FALL CONFERENCE	141.90	141.90-	115940	10/01/19	0.00
		** TOTALS **	141.90	141.90-			0.00
01-003486	DIANE SCHLATER	SUPPLIES	31.99	31.99-	115942	10/01/19	0.00
		** TOTALS **	31.99	31.99-			0.00
01-006275	DREES OIL CO. INC.	DIESEL FUEL	792.96	0.00	000000	0/00/00	792.96
01-006275	DREES OIL CO. INC.	DIESEL FUEL	918.91	0.00	000000	0/00/00	918.91

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	1,711.87	0.00			1,711.87
01-006725	EARL MAY STORE	PLANTS RETURNED	131.94-	0.00	000000	0/00/00	131.94-
01-006725	EARL MAY STORE	LANDSCAPING PLANTS	474.86	0.00	000000	0/00/00	474.86
		** TOTALS **	342.92	0.00			342.92
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	81.60	0.00	000000	0/00/00	81.60
		** TOTALS **	81.60	0.00			81.60
01-004185	EMPLOYMENT RESOURCES	SEPT. CITY HALL CLEANING	550.35	0.00	000000	0/00/00	550.35
01-004185	EMPLOYMENT RESOURCES	SEPT. CITY HALL CLEANING	275.18	0.00	000000	0/00/00	275.18
		** TOTALS **	825.53	0.00			825.53
01-001347	ENVIRONMENTAL SYSTEMS RES	ARC GIS 2020	700.00	0.00	000000	0/00/00	700.00
		** TOTALS **	700.00	0.00			700.00
01-008027	FAREWAY STORES	PLANNNG SESSION SUPPLIES	12.78	0.00	000000	0/00/00	12.78
01-008027	FAREWAY STORES	150TH CELEBRATION SUPPLIES	12.06	0.00	000000	0/00/00	12.06
		** TOTALS **	24.84	0.00			24.84
01-008050	FASTENAL COMPANY	SAFETY SUPPLIES RETURNED	1.62-	0.00	000000	0/00/00	1.62-
01-008050	FASTENAL COMPANY	SAFETY SUPPLIES RETURNED	51.65-	0.00	000000	0/00/00	51.65-
01-008050	FASTENAL COMPANY	BOLTS FOR VALVE	37.82	0.00	000000	0/00/00	37.82
01-008050	FASTENAL COMPANY	SUPPLIES	82.97	0.00	000000	0/00/00	82.97
01-008050	FASTENAL COMPANY	SIGN PARTS	49.23	0.00	000000	0/00/00	49.23
		** TOTALS **	116.75	0.00			116.75
01-001291	FEH DESIGN	STREET MAINT. FACILITY	27,805.50	0.00	000000	0/00/00	27,805.50
		** TOTALS **	27,805.50	0.00			27,805.50
01-008212	FELDMANN & CO. CPA'S PC	1/3 FY 19 AUDIT SERVICES	4,800.00	0.00	000000	0/00/00	4,800.00
		** TOTALS **	4,800.00	0.00			4,800.00
01-000633	FILTER CARE	CLEAN FILTERS	53.00	0.00	000000	0/00/00	53.00
		** TOTALS **	53.00	0.00			53.00
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	12,042.63	12,042.63-	000597	9/26/19	0.00
		** TOTALS **	12,042.63	12,042.63-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	660.75	0.00	000000	0/00/00	660.75
		** TOTALS **	660.75	0.00			660.75
01-009315	GALL'S INC.	FLEX CUFFS	31.18	0.00	000000	0/00/00	31.18
		** TOTALS **	31.18	0.00			31.18

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01-009500	GEHLING WELDING & REPAIR	CLARIFIER SCRAPER REPAIRS	15.20	0.00	000000	0/00/00	15.20
01-009500	GEHLING WELDING & REPAIR	SUPPLIES	39.70	0.00	000000	0/00/00	39.70
		** TOTALS **	54.90	0.00			54.90
01-009535	GENERAL RENTAL	GENERATOR	2,899.00	0.00	000000	0/00/00	2,899.00
		** TOTALS **	2,899.00	0.00			2,899.00
01-001992	GOLF SERVICES LLC	OCT. CLUBHOUSE MANAGER	3,485.72	0.00	000000	0/00/00	3,485.72
		** TOTALS **	3,485.72	0.00			3,485.72
01-010040	GOVERNMENT FINANCE	GFOA MEMBERSHIP	190.00	0.00	000000	0/00/00	190.00
		** TOTALS **	190.00	0.00			190.00
01-010150	GRAINGER PARTS	DRINKING FOUNTAIN REPAIRS	151.75	0.00	000000	0/00/00	151.75
		** TOTALS **	151.75	0.00			151.75
01-010156	GRAPHIC EDGE, THE	JACKET DECAL	13.00	0.00	000000	0/00/00	13.00
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRT	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRT	4.75	0.00	000000	0/00/00	4.75
		** TOTALS **	22.50	0.00			22.50
01-003408	GREAT AMERICA FINANCIAL S	COPIER CONTRACT	83.00	83.00-	115928	9/25/19	0.00
		** TOTALS **	83.00	83.00-			0.00
01-000992	GUTE TREE SERVICE	TREE STUMPS REMOVED	100.00	0.00	000000	0/00/00	100.00
01-000992	GUTE TREE SERVICE	GRINDING TREE STUMPS	886.00	0.00	000000	0/00/00	886.00
		** TOTALS **	986.00	0.00			986.00
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	496.17	0.00	000000	0/00/00	496.17
		** TOTALS **	496.17	0.00			496.17
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	749.50	0.00	000000	0/00/00	749.50
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	749.50	0.00	000000	0/00/00	749.50
		** TOTALS **	1,499.00	0.00			1,499.00
01-005410	HERALD PUBLISHING COMPANY	ADS	819.00	0.00	000000	0/00/00	819.00
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	373.67	0.00	000000	0/00/00	373.67
01-005410	HERALD PUBLISHING COMPANY	HEALTH VIEW AD	85.00	0.00	000000	0/00/00	85.00
		** TOTALS **	1,277.67	0.00			1,277.67
01-002869	I SAW THE SIGN LLC	CITY HALL SIGNAGE	712.31	0.00	000000	0/00/00	712.31
		** TOTALS **	712.31	0.00			712.31

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01-012540	IMWCA	WORKER COMP #4	5,735.00	0.00	000000	0/00/00	5,735.00
		** TOTALS **	5,735.00	0.00			5,735.00
01-012552	INDUSTRIAL BEARING SUPP.	SUPPLIES	114.96	0.00	000000	0/00/00	114.96
01-012552	INDUSTRIAL BEARING SUPP.	BALL BEARING	8.78	0.00	000000	0/00/00	8.78
		** TOTALS **	123.74	0.00			123.74
01-003294	INTERACTIVE FITNESS	eLIVE SUBSCRIPTION FOR BIKES	398.00	0.00	000000	0/00/00	398.00
		** TOTALS **	398.00	0.00			398.00
01-012578	INTERNATIONAL INSTITUTE	IIMC DUES	170.00	0.00	000000	0/00/00	170.00
		** TOTALS **	170.00	0.00			170.00
01-012625	IOWA DEPT OF NATURAL RESO	2020 ANNUAL WATER USE FEE	95.00	0.00	000000	0/00/00	95.00
01-012625	IOWA DEPT OF NATURAL RESO	LAB CERTIFICATION FEE	400.00	0.00	000000	0/00/00	400.00
01-012625	IOWA DEPT OF NATURAL RESO	ANNUAL WATER USE FEE 2020	95.00	0.00	000000	0/00/00	95.00
		** TOTALS **	590.00	0.00			590.00
01-012666	IOWA ONE CALL	AUGUST 2019 LOCATES	218.70	0.00	000000	0/00/00	218.70
		** TOTALS **	218.70	0.00			218.70
01-012685	IOWA SMALL ENGINE CENTER	STIHL CUTOFF SAW	1,400.00	0.00	000000	0/00/00	1,400.00
		** TOTALS **	1,400.00	0.00			1,400.00
01-012706	IPERS	IPERS CONTRIBUTIONS	18,616.82	18,616.82-	000598	9/26/19	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	286.82	286.82-	000598	9/26/19	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	93.32	93.32-	000598	9/26/19	0.00
		** TOTALS **	18,996.96	18,996.96-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-003246	JESSICA HARMON	LIFEGUARD RECERTIFICATION CLAS	93.68	93.68-	115972	10/10/19	0.00
		** TOTALS **	93.68	93.68-			0.00
01-003480	JOHN L. BOYCE	US FLAGS	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-002163	JR'S UNLOCK SERVICE	RESTROOM LOCK REPAIRS	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	40.00	0.00			40.00
01-000994	KABEL BUSINESS SERVICES - SEPT.	HRA PARTICIPANT FEES	172.25	172.25-	000000	10/01/19	0.00
01-000994	KABEL BUSINESS SERVICES - OCT.	FLEX PARTICIPANT FEES	93.60	93.60-	000000	10/02/19	0.00
01-000994	KABEL BUSINESS SERVICES - SEPT.	HRA CHECKS	1,169.73	1,169.73-	000000	10/07/19	0.00

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		** TOTALS **	1,435.58	1,435.58-			0.00
01-000560 LAURA SCHAEFER		WCICA MEETING	31.90	31.90-	115937	10/01/19	0.00
		** TOTALS **	31.90	31.90-			0.00
01-003481 MARCO TECHNOLOGIES LLC		COPIER CONTRACT	47.93	0.00	000000	0/00/00	47.93
		** TOTALS **	47.93	0.00			47.93
01-001193 MARKET ON 30		PARADE CANDY	64.95	0.00	000000	0/00/00	64.95
		** TOTALS **	64.95	0.00			64.95
01-017133 MASTERCARD		SUPPLES & CONFERENCE EXPENSES	1,730.82	1,730.82-	115932	9/25/19	0.00
		** TOTALS **	1,730.82	1,730.82-			0.00
01-003461 MERCHANT SERVICES		CC ROCESSING FEES	554.32	554.32-	000000	9/24/19	0.00
		** TOTALS **	554.32	554.32-			0.00
01-002641 METRO CASH REGISTER/AMERI		REINSTALL GOLF FIN. SOFTWARE	240.00	0.00	000000	0/00/00	240.00
		** TOTALS **	240.00	0.00			240.00
01-012680 MID AMERICAN ENERGY		ELECTRIC BILLS	46,124.02	46,124.02-	115974	10/10/19	0.00
		** TOTALS **	46,124.02	46,124.02-			0.00
01-017585 MIDWEST WHOLESALE		DROP BOX MOVE	13.50	0.00	000000	0/00/00	13.50
		** TOTALS **	13.50	0.00			13.50
01-001650 MIKE MADIGAN		STEEL TOED BOOTS	117.69	117.69-	115923	9/25/19	0.00
		** TOTALS **	117.69	117.69-			0.00
01-017730 MOORHOUSE READY MIX CO.		CREDIT	300.00-	0.00	000000	0/00/00	300.00-
01-017730 MOORHOUSE READY MIX CO.		8TH & CARROLL ST. PANEL	1,203.60	0.00	000000	0/00/00	1,203.60
01-017730 MOORHOUSE READY MIX CO.		8TH & CARROLL ST. PANEL	661.98	0.00	000000	0/00/00	661.98
01-017730 MOORHOUSE READY MIX CO.		520 W 16TH ST - ST. PANEL	300.90	0.00	000000	0/00/00	300.90
01-017730 MOORHOUSE READY MIX CO.		8TH & CARROLL ST. PANEL	782.34	0.00	000000	0/00/00	782.34
01-017730 MOORHOUSE READY MIX CO.		9TH & QUINT - ST. PANEL	962.88	0.00	000000	0/00/00	962.88
01-017730 MOORHOUSE READY MIX CO.		PARKVIEW DR. - ST. PANEL	1,023.06	0.00	000000	0/00/00	1,023.06
01-017730 MOORHOUSE READY MIX CO.		CONCRETE SIDEWALK-PLAYGROUND	421.26	0.00	000000	0/00/00	421.26
01-017730 MOORHOUSE READY MIX CO.		SKYLINE & SUNCREST - ST. PANEL	1,143.42	0.00	000000	0/00/00	1,143.42
01-017730 MOORHOUSE READY MIX CO.		SKYLINE & SUNCREST ST. PANEL	1,203.60	0.00	000000	0/00/00	1,203.60
01-017730 MOORHOUSE READY MIX CO.		SKYLINE & SUNCREST ST. PANEL	601.80	0.00	000000	0/00/00	601.80
01-017730 MOORHOUSE READY MIX CO.		SKYLINE & SUNCREST ST. PANEL	842.52	0.00	000000	0/00/00	842.52
01-017730 MOORHOUSE READY MIX CO.		18TH & QUINT ST. PANEL	631.89	0.00	000000	0/00/00	631.89
01-017730 MOORHOUSE READY MIX CO.		WWTP - SIDEWALK REPAIRS	542.36	0.00	000000	0/00/00	542.36
01-017730 MOORHOUSE READY MIX CO.		18TH & QUINT ST. PANEL	1,203.60	0.00	000000	0/00/00	1,203.60

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01-017730	MOORHOUSE READY MIX CO.	18TH & QUINT ST. PANEL	361.08	0.00	000000	0/00/00	361.08
01-017730	MOORHOUSE READY MIX CO.	18TH & QUINT ST PANEL	1,203.60	0.00	000000	0/00/00	1,203.60
01-017730	MOORHOUSE READY MIX CO.	18TH & QUINT ST. PANEL	541.62	0.00	000000	0/00/00	541.62
		** TOTALS **	13,331.51	0.00			13,331.51
01-018125	MURRAY'S WELDING AND MACH	TRAILER REPAIRS	160.00	0.00	000000	0/00/00	160.00
		** TOTALS **	160.00	0.00			160.00
01-018408	NAPA AUTO PARTS	DEGREASER	26.99	0.00	000000	0/00/00	26.99
01-018408	NAPA AUTO PARTS	GENERATOR ADAPTER	14.06	0.00	000000	0/00/00	14.06
01-018408	NAPA AUTO PARTS	CABLE TIES	26.98	0.00	000000	0/00/00	26.98
01-018408	NAPA AUTO PARTS	PICKUP SHOCKS	129.24	0.00	000000	0/00/00	129.24
01-018408	NAPA AUTO PARTS	EQUIPMENT REPAIR PARTS	92.97	0.00	000000	0/00/00	92.97
		** TOTALS **	290.24	0.00			290.24
01-003263	NETBANK	AUGUST EFT FEES	106.84	106.84-	000000	9/24/19	0.00
		** TOTALS **	106.84	106.84-			0.00
01-018634	NEU MINNICH COMITO & NEU	DRAKE CONSTR. VS CITY	5,198.25	0.00	000000	0/00/00	5,198.25
		** TOTALS **	5,198.25	0.00			5,198.25
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	425.32	0.00	000000	0/00/00	425.32
		** TOTALS **	425.32	0.00			425.32
01-019138	NORTHWEST IOWA LEAGUE OF	NW IOWA LEAGUE DUES	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-020208	O'HALLORAN INTERNATIONAL	BRAKE CHAMBER #26	96.58	0.00	000000	0/00/00	96.58
01-020208	O'HALLORAN INTERNATIONAL	UNIT #23 - OIL LEAK	978.68	0.00	000000	0/00/00	978.68
		** TOTALS **	1,075.26	0.00			1,075.26
01-020330	O'REILLY AUTO PARTS	WIPER BLADES	47.43	0.00	000000	0/00/00	47.43
		** TOTALS **	47.43	0.00			47.43
01-002956	OPN ARCHITECTS INC	CITY HALL FFE DESIGN	719.44	0.00	000000	0/00/00	719.44
01-002956	OPN ARCHITECTS INC	LIBRARY FFE DESIGN	1,009.20	0.00	000000	0/00/00	1,009.20
01-002956	OPN ARCHITECTS INC	LIBRARY DESIGN SERVICES	3,277.51	0.00	000000	0/00/00	3,277.51
01-002956	OPN ARCHITECTS INC	CITY HALL DESIGN SERVICES	1,604.04	0.00	000000	0/00/00	1,604.04
		** TOTALS **	6,610.19	0.00			6,610.19
01-020326	OPTIONS INK	BUSINESS CARDS AND SUPPLIES	162.25	0.00	000000	0/00/00	162.25
01-020326	OPTIONS INK	FREIGHT WATER SAMPLES	37.62	0.00	000000	0/00/00	37.62
01-020326	OPTIONS INK	FREIGHT WATER SAMPLES	27.86	0.00	000000	0/00/00	27.86
		** TOTALS **	227.73	0.00			227.73

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01-021050	P & H WHOLESALE INC.	SUPPLIES	0.81	0.81-	115933	9/25/19	0.00
		** TOTALS **	0.81	0.81-			0.00
01-003210	PATRICK MC CARTY	MARIJUANA TESTING	130.62	130.62-	115971	10/10/19	0.00
		** TOTALS **	130.62	130.62-			0.00
01-021220	PEPSI BEVERAGES COMPANY	SOCCER CONCESSIONS	2.13	0.00	000000	0/00/00	2.13
01-021220	PEPSI BEVERAGES COMPANY	SOCCER CONCESSIONS	35.51	0.00	000000	0/00/00	35.51
01-021220	PEPSI BEVERAGES COMPANY	SOCCER CONCESSIONS	142.05	0.00	000000	0/00/00	142.05
		** TOTALS **	179.69	0.00			179.69
01-001949	PERFORMANCE TIRE & SERVIC	BRAKES/ROTORS #17	763.87	0.00	000000	0/00/00	763.87
01-001949	PERFORMANCE TIRE & SERVIC	LAWN MOWER TIRE REPAIRS	192.00	0.00	000000	0/00/00	192.00
01-001949	PERFORMANCE TIRE & SERVIC	BATTERY TEST #15	21.20	0.00	000000	0/00/00	21.20
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE	44.27	0.00	000000	0/00/00	44.27
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #19	27.24	0.00	000000	0/00/00	27.24
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #15	27.24	0.00	000000	0/00/00	27.24
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	27.24	0.00	000000	0/00/00	27.24
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE AND ANTIFREEZE #20	32.93	0.00	000000	0/00/00	32.93
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	33.70	0.00	000000	0/00/00	33.70
01-001949	PERFORMANCE TIRE & SERVIC	WINDOW REPAIRS #20	180.58	0.00	000000	0/00/00	180.58
		** TOTALS **	1,350.27	0.00			1,350.27
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,568.64	1,568.64-	115934	9/25/19	0.00
		** TOTALS **	1,568.64	1,568.64-			0.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	60.00	0.00			60.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	10.00	10.00-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	FILTERS FOR #33	288.00	288.00-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	MOWER SEAT REPAIRS	220.00	220.00-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	340.24	340.24-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	MOWER FILTERS	57.48	57.48-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	OIL AND OIL FILTERS	61.09	61.09-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	OIL - LAWN TRACTOR	5.59	5.59-	115969	10/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIRS	151.00	151.00-	115969	10/10/19	0.00
		** TOTALS **	1,133.40	1,133.40-			0.00
01-003489	PSILAB INC	TRANS MAIN - GROUP A	3,792.37	0.00	000000	0/00/00	3,792.37
		** TOTALS **	3,792.37	0.00			3,792.37
01-000742	QUAD CITY SAFETY INC.	SAFETY SUPPLIES	421.66	0.00	000000	0/00/00	421.66

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		** TOTALS **	421.66	0.00			421.66
01-003488	RADAR SHOP, THE	RADAR RECERTIFICATION	344.00	0.00	000000	0/00/00	344.00
		** TOTALS **	344.00	0.00			344.00
01-000490	RANDALL M. KRAUEL	MILEAGE - SUDAS MEETING	66.12	66.12-	115968	10/10/19	0.00
		** TOTALS **	66.12	66.12-			0.00
01-023640	RAY'S REFUSE SERVICE	SEPT. GARBAGE PICKUP	1,928.24	0.00	000000	0/00/00	1,928.24
01-023640	RAY'S REFUSE SERVICE	SEPT. TRASH COLLECTIONS	32,039.33	32,039.33-	115975	10/10/19	0.00
		** TOTALS **	33,967.57	32,039.33-			1,928.24
01-023815	REGION XII COG	SEPT. TAXI PROGRAM DONATIONS	1,710.00	1,710.00-	115976	10/10/19	0.00
		** TOTALS **	1,710.00	1,710.00-			0.00
01-002931	RIVER CITY AMMO CO.	GUN MAGS	411.60	0.00	000000	0/00/00	411.60
		** TOTALS **	411.60	0.00			411.60
01-003455	ROZANNE SWARTZENDRUBER	PATCHING AND SEWING	125.00	0.00	000000	0/00/00	125.00
		** TOTALS **	125.00	0.00			125.00
01-002778	SEAN KLEESPIES	STEEL TOED BOOTS	200.00	200.00-	115925	9/25/19	0.00
		** TOTALS **	200.00	200.00-			0.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	19.79	0.00	000000	0/00/00	19.79
		** TOTALS **	19.79	0.00			19.79
01-000155	SHIVE HATTERY INC	ENGINEERING TRAILS	3,682.69	0.00	000000	0/00/00	3,682.69
		** TOTALS **	3,682.69	0.00			3,682.69
01-025333	SNYDER & ASSOCIATES INC.	US 30 AND GRANT RD	4,169.00	0.00	000000	0/00/00	4,169.00
		** TOTALS **	4,169.00	0.00			4,169.00
01-025606	SOPPE CHIROPRACTIC CLINIC	PRE-EMPLOYMENT PHYSICAL	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-002865	STATE FAIR MINI DONUTS US	CONCESSIONS	225.45	0.00	000000	0/00/00	225.45
		** TOTALS **	225.45	0.00			225.45
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000	0/00/00	42.50
		** TOTALS **	42.50	0.00			42.50
01-025880	STONE PRINTING CO.	CONFERENCE CHAIRS CASTERS	180.00	0.00	000000	0/00/00	180.00
01-025880	STONE PRINTING CO.	UTILITY BILL ENVELOPES	787.00	0.00	000000	0/00/00	787.00

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01-025880	STONE PRINTING CO.	CITY WINDOW ENVELOPES	665.00	0.00	000000	0/00/00	665.00
01-025880	STONE PRINTING CO.	INVOICES	925.00	0.00	000000	0/00/00	925.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	43.85	0.00	000000	0/00/00	43.85
01-025880	STONE PRINTING CO.	SUPPLIES	322.46	0.00	000000	0/00/00	322.46
01-025880	STONE PRINTING CO.	KENNEBECK BUSINESS CARDS	76.89	0.00	000000	0/00/00	76.89
01-025880	STONE PRINTING CO.	MENTZER BUSINESS CARDS	76.89	0.00	000000	0/00/00	76.89
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	8.99	0.00	000000	0/00/00	8.99
01-025880	STONE PRINTING CO.	EXERCISE ROOM PUNCH CARDS	52.26	0.00	000000	0/00/00	52.26
01-025880	STONE PRINTING CO.	FITNESS CARDS	66.07	0.00	000000	0/00/00	66.07
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	15.98	0.00	000000	0/00/00	15.98
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	45.79	0.00	000000	0/00/00	45.79
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	1.45	0.00	000000	0/00/00	1.45
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	23.24	0.00	000000	0/00/00	23.24
01-025880	STONE PRINTING CO.	SUPPLIES	4.50	0.00	000000	0/00/00	4.50
		** TOTALS **	3,295.37	0.00			3,295.37
01-000578	TERRY KLUVER	IRWA FALL CONFERENCE	153.32	153.32-	115938	10/01/19	0.00
		** TOTALS **	153.32	153.32-			0.00
01-026605	TIEFENTHALER AG-LIME	GOLF COURSE SAND	480.35	0.00	000000	0/00/00	480.35
		** TOTALS **	480.35	0.00			480.35
01-027060	TREASURER OF IOWA	SALES TAX	5,011.00	5,011.00-	000000	9/20/19	0.00
		** TOTALS **	5,011.00	5,011.00-			0.00
01-027079	TRIPLE A SEEDS INC.	GRASS SEED	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	60.00	0.00			60.00
01-027085	TROPHIES PLUS INC.	CITY HALL SIGNAGE	7,772.00	7,772.00-	115945	10/04/19	0.00
01-027085	TROPHIES PLUS INC.	CITY HALL SIGNAGE	2,106.00	0.00	000000	0/00/00	2,106.00
		** TOTALS **	9,878.00	7,772.00-			2,106.00
01-003220	TURFWERKS	PUMP HOUSE REPAIRS	1,545.51	0.00	000000	0/00/00	1,545.51
		** TOTALS **	1,545.51	0.00			1,545.51
01-001088	TYLER TECHNOLOGIES	ADDRESS VERIFICATION MAINT.	1,200.00	0.00	000000	0/00/00	1,200.00
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING ACCESS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	1,380.00	0.00			1,380.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/14/2019	40.97	40.97-	115935	9/25/19	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/21/2019	57.82	57.82-	115944	10/01/19	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/28/2019	24.48	24.48-	115977	10/10/19	0.00
		** TOTALS **	123.27	123.27-			0.00

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01-028174	UNITED STATES CELLULAR	CELL PHONES	272.14	272.14-	115936	9/25/19	0.00
		** TOTALS **	272.14	272.14-			0.00
01-028176	UNITED STATES TENNIS ASSO	5 YEAR USTA MEMBERSHIP	155.00	0.00	000000	0/00/00	155.00
		** TOTALS **	155.00	0.00			155.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	PRE-EMPLOYMENT DRUG TESTING	42.00	0.00	000000	0/00/00	42.00
		** TOTALS **	42.00	0.00			42.00
01-028275	UPTOWN SPORTING GOODS	INSTANT COLD PACKS	47.90	0.00	000000	0/00/00	47.90
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	45.00	0.00	000000	0/00/00	45.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	132.90	0.00			132.90
01-029010	VEENSTRA & KIMM INC.	WWTP IMPROVEMENT #8	539.73	0.00	000000	0/00/00	539.73
		** TOTALS **	539.73	0.00			539.73
01-029013	VERIZON WIRELESS	AIR CARDS	280.09	280.09-	115978	10/10/19	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	323.54	323.54-	115978	10/10/19	0.00
		** TOTALS **	603.63	603.63-			0.00
01-029020	VINCHATTLE ENTERPRISES IN	CONTRACT WORK	1,800.00	0.00	000000	0/00/00	1,800.00
01-029020	VINCHATTLE ENTERPRISES IN	WORK AT PRELIM BLDG	489.30	0.00	000000	0/00/00	489.30
		** TOTALS **	2,289.30	0.00			2,289.30
01-030120	WAL-MART STORE #01-1787	BUILDING SUPPLIES	56.76	0.00	000000	0/00/00	56.76
01-030120	WAL-MART STORE #01-1787	SUPPLIES	7.94	0.00	000000	0/00/00	7.94
01-030120	WAL-MART STORE #01-1787	SUPPLIES	42.66	0.00	000000	0/00/00	42.66
01-030120	WAL-MART STORE #01-1787	SUPPLIES	21.00	0.00	000000	0/00/00	21.00
01-030120	WAL-MART STORE #01-1787	SUPPLIES	28.82	0.00	000000	0/00/00	28.82
01-030120	WAL-MART STORE #01-1787	WEIGHT BENCH REPAIRS	11.62	0.00	000000	0/00/00	11.62
01-030120	WAL-MART STORE #01-1787	WEIGHT BENCH REPAIRS	11.62	0.00	000000	0/00/00	11.62
01-030120	WAL-MART STORE #01-1787	CLEANING SUPPLIES	33.19	0.00	000000	0/00/00	33.19
01-030120	WAL-MART STORE #01-1787	PLANT SUPPLIES	31.11	0.00	000000	0/00/00	31.11
		** TOTALS **	244.72	0.00			244.72
01-000191	WATTERS LANDSCAPING	AERATION OF GREENS	1,835.77	0.00	000000	0/00/00	1,835.77
		** TOTALS **	1,835.77	0.00			1,835.77
01-001366	WEBSITES TO IMPRESS INC	WEB MAINTENANCE	170.00	0.00	000000	0/00/00	170.00
		** TOTALS **	170.00	0.00			170.00
01-003377	WELLMARK BLUE CROSS/BLUE	10/1-12/31/19 DAVIS W00863064	4,007.10	4,007.10-	115941	10/01/19	0.00
		** TOTALS **	4,007.10	4,007.10-			0.00

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01-003472	WOODRUFF CONSTRUCTION LLC	DISINFECTION IMPROVEMENT #2	98,986.80	0.00	000000	0/00/00	98,986.80
		** TOTALS **	98,986.80	0.00			98,986.80
01-003307	WORLDPAY INTEGRATED PAYME	AUG CC PROCESSING FEES	632.65	632.65-	000000	9/24/19	0.00
		** TOTALS **	632.65	632.65-			0.00
	* Payroll Expense		326,545.48				

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PAID ITEMS	544,790.25	544,790.25CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	586,415.92	0.00	586,415.92
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	1,131,206.17	544,790.25CR	586,415.92

UNPAID RECAP

UNPAID INVOICE TOTALS	587,032.30
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	616.38CR
** UNPAID TOTALS **	586,415.92

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FUND TOTALS

001	GENERAL FUND	295,566.86
010	HOTEL/MOTEL TAX	758.08
110	ROAD USE TAX FUND	31,459.16
167	REC CENTER TRUST FUND	179.69
178	CRIME PREV/SPEC PROJECTS	722.87
179	POLICE K9 FUND	216.22
309	C.P. - CORRIDOR OF COMM.	5,655.00
311	C.P.-PARKS & RECREATION	35,605.62
314	C.P.-STREETS MAINT BLDG	27,805.50
315	LIBRARY/CITY HALL REMODEL	242,602.53
600	WATER UTILITY FUND	28,424.32
602	WATER UTILITY CAP. IMP.	8,990.62
610	SEWER UTILITY FUND	25,498.47
612	SEWER UTILITY CAP. IMP.	99,526.53
850	MEDICAL INSURANCE FUND	1,649.22
	* PAYROLL EXPENSE	326,545.48

GRAND TOTAL 1,131,206.17

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

TO: Mike Pogge-Weaver, City Manager

WSP-W

FROM: Brad Burke, Chief of Police

BB

DATE: October 10, 2019

RE: Renewal of License

The following establishments have applied for renewal of license:

Carroll Design & Salvage

734 Hwy 30 East

Class "B" Native Wine Permit with Sunday Sales

Fareway Stores, Inc. #409

709 Monterey Drive

Class "E" Liquor License with Class "C" Beer Permit (Carryout Beer) and Class "B" Wine Permit (Carryout Wine Including Native Wine)

Hy-Vee Fast & Fresh

905 Hwy 30 West

Class "C" Beer Permit with Class "B" Wine Permit (Carryout Wine Including Native Wine) and Sunday Sales

Hy-Vee Market Café

905 Hwy 30 West

Class "C" Liquor License with Catering Privilege and Sunday Sales

RECOMMENDATION: Council consideration and approval of these applications.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSP .w*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: October 7, 2019
SUBJECT: Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc.
Annual Tax Increment Finance Appropriations for FY 2021

On December 27, 2016, the City entered into a development agreement (the "agreement") with Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc. (the "Developer"). The agreement required the developer to construct a 17,000-square foot building along with create 10 new jobs in the building. In exchange, the City will provide a tax increment grant equal to the incremental property tax revenues generated and paid by the developer on the new building over 15 years, not to exceed a total grant amount of \$300,000.

The agreement also provides a provision that each tax increment grant shall be subject to annual appropriation by the City Council. Prior to December 1 of each year, during the term of the agreement, the City Council shall consider the question of obligating to fund the tax increment grant to be collected in the next fiscal year.

Annual appropriations is common language in development agreements of this type in Iowa and without this language the City would be required to count the total amount of the grant against the City's debt obligations and constitutional debt limit. While this language allows the current and future City Councils to choose to not appropriate funds for this grant in the future without any recourse from the Developer, such an action does carry consequences for the City. If the Council would choose to not appropriate funds the City's bond rating would likely change to "junk status". In the end, the City's ability to borrow funds could be affected and if the City were able to borrow funds then the City would likely be hammered with a higher rate that could cost the City more in the end than the grant payments themselves.

The developer has completed construction of the building as required by the agreement.

Attached is a resolution appropriating the tax increment finance (TIF) revenue to be collected in FY 2021 related to this project to be paid to the developer and to account for this in the FY 2021 budget. This is the third year of annual appropriations.

RECOMMENDATION: Council consideration and approval of the resolution obligating funds from the Central Business District Urban Renewal Tax Revenue Fund for appropriation of the payment of the tax increment grant to Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc. for FY 2021.

RESOLUTION_____

Obligating funds from the Central Business District Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year

WHEREAS, the City of Carroll, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted a Fifth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has agreed to make semi-annual payments which shall come due in the fiscal year beginning July 1, 2018, under the Development Agreement dated December 27, 2016, (the "Agreement") between the City and Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc., equal in amount to 100% of the Incremental Property Tax Revenues (as such term is defined in the Agreement) received by the City during such fiscal year in respect of the Project (as such term is defined in the Agreement) (the "Annual Semi-Payment"), up to the amount of the Maximum Grant Total described in the Agreement; and

WHEREAS, the City Clerk certified the Maximum Grant Total on the City's December 1, 2017 certification of debt payable from the Urban Renewal Tax Revenue Fund.

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2020; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Carroll, Iowa, as follows:

Section 1. The City Council hereby obligates a portion of the said Incremental Property Tax Revenues so received as described in the preambles hereof for appropriation from the Urban Renewal Tax Revenue Fund to the Semi-Annual Payment in the fiscal year beginning July 1, 2020.

Section 2. The City Clerk is hereby directed to reflect the amount obligated for appropriation in Section 1 above, in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 14th day of October, 2019.

Eric P. Jensen, Mayor

Attest:

Laura A. Schaefer, City Clerk



Proclamation

City Week

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents and is dependent upon public commitment to and understanding of its many responsibilities; and;

WHEREAS, City Week Iowa is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, the Iowa League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different informational publications and projects;

NOW, THEREFORE, I, Mayor Eric Jensen, along with the Carroll City Council, do hereby proclaim the week of October 14-18, 2019, as City Week in the City of Carroll.

Eric P. Jensen, Mayor

Michael Kots, Ward One

Misty Boes, Ward Two

Clay Haley, Ward Three

Carolyn Siemann, Ward Four

LaVern Dirkx, At-Large

Jerry Fleshner, At-Large



Proclamation

National Breast Cancer Awareness Month

WHEREAS, During National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease. I encourage women and men to speak with their health care provider about breast cancer, and to learn more about symptoms, diagnosis, and treatment.

WHEREAS, The Carroll County Breast Cancer Support Group, American Cancer Society and many other groups stand with everyone who has been affected by breast cancer, and we recognize the ongoing efforts of dedicated advocates, researchers, and health care providers who strive each day to defeat this terrible disease.

NOW, THEREFORE, I, Eric P. Jensen, Mayor of Carroll, do hereby proclaim October 2019 as National Breast Cancer Awareness Month. I encourage all citizens to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

Eric P. Jensen, Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MSP-W*

DATE: October 10, 2019

SUBJECT: Carroll County Law Enforcement Center

- Possible motion to reconsider the third reading of the Ordinance to amend parking on Main Street
- Ordinance to amend parking on Main Street – Third Reading and possible adoption
- Motion directing staff to restripe the parking on the east side of Main Street between 4th Street and 5th Street to a 60-degree angle which would add two additional parking spaces.
- Motion directing staff to remove the drive access to the south police department parking lot on the east side of Main Street which will add four additional parking spaces on the east side of Main Street with the upcoming Streetscape Phase 10 project.

Carroll County is in the process of developing a new Law Enforcement Center (LEC) adjacent to the Carroll County Courthouse. At the August 12th meeting the City Council approved modifications to the Downtown Streetscape with certain conditions and approved a Resolution approving a record of resolutions related to a City Complex Beautification agreement between Carroll County and the City of Carroll. The Council also approved the first reading of an ordinance to amend parking on Main Street. On August 26th the City Council approved the second reading of the ordinance. At the September 23rd meeting the third reading of the Ordinance change was not approved by the Carroll City Council with a vote of 3-3.

To accommodate two access entrances on Main Street to the new LEC, a minimum of two parking spaces are required to be removed on Main Street. The access review report completed by Bolton & Menk recommended that two additional parking spaces be removed to improve overall safety. The proposed Ordinance removes four angled parking spaces on the east side of Main Street from 5th Street to 225 feet north of 5th Street.

Since the September 23rd meeting, discussions have occurred focusing on adding additional parking spaces on Main Street that would offset the loss of the four parking spaces. Two possible ways to add parking has been identified in the section of Main Street between 4th Street and 5th Street. The first would be to change the angle of the parking from 45 degrees to 60 degrees. On the east side, changing the angle of parking would result in the addition of two parking spaces being added with minimal impact to the drive lanes on Main Street. Staff also

reviewed the west side and while 1 additional space could be added, staff would not recommend this change as the one new parking space would encroach into the southbound drive lane on Main Street. Restriping the parking spaces on the east side of Main Street could be completed yet this fall, depending on weather. It should be noted, due to the turn lane at Highway 30 and Main and the striped middle section that is used for deliveries there is not sufficient room to restripe the parking spaces in the section of Main Street between 5th Street and US Highway 30.

The second possible change would be to eliminate the driveway access to the south police department parking lot on the east side of Main Street. In discussion with Chief Burke, he would support the elimination of this driveway as it is used as a cut through, especially when trains are blocking Main Street. By eliminating this driveway four additional parking spaces could be added on the east side of Main Street. This change would involve reconstructing this area so staff would recommend that it be added to Streetscape Phase 10 that will start next spring. Included with this memo is a drawing that was prepared by City Engineer Randy Krauel that details both of these changes.

RECOMMENDATION: If a motion to reconsider the third reading of the Ordinance to amend parking on Main Street is made and approved, then Staff would recommend Mayor and City Council consider and approve of the following:

- Third reading of an Ordinance to amend parking on Main Street.
- Final adoption of an Ordinance to amend parking on Main Street.
- Motion directing staff to restripe the parking on the east side of Main Street between 4th Street and 5th Street to a 60-degree angle which would add two parking spaces.
- Motion directing staff to remove the drive access to the south police department parking lot on the east side of Main Street which will add four additional parking spaces on the east side of Main Street with the upcoming Streetscape Phase 10 project.

Attachments

Proposed Ordinance

Diagram of Parking Changes on Main Street between 4th Street and 5th Street

Bolton & Menk Carroll County Law Enforcement Center Access Review dated 6/6/2019

Letter from Shive-Hattery dated 8/6/2019

Site plan dated 7/30/2019

Building elevations

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING PROVISIONS PERTAINING TO ANGLE PARKING.

BE IT ENACTED by the City Council of the City of Carroll, Iowa:

SECTION 1. SECTION MODIFIED. Section 69.03, Subsection 18 of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

18. Main Street

- A. On the east side from Third Street to the railroad tracks;
- B. On the east side from 100 feet north of the centerline of Fourth Street to Fifth Street;
- C. On the east side from 235 feet north of the centerline of Fifth Street to 105 feet north of the centerline of Seventh Street;
- D. On the west side from Third Street to the railroad tracks;
- E. On the west side from Fourth Street to 200 feet north of the centerline of Seventh Street.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the _____ day of _____, 2019, and approved the _____ day of _____, 2019.

Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

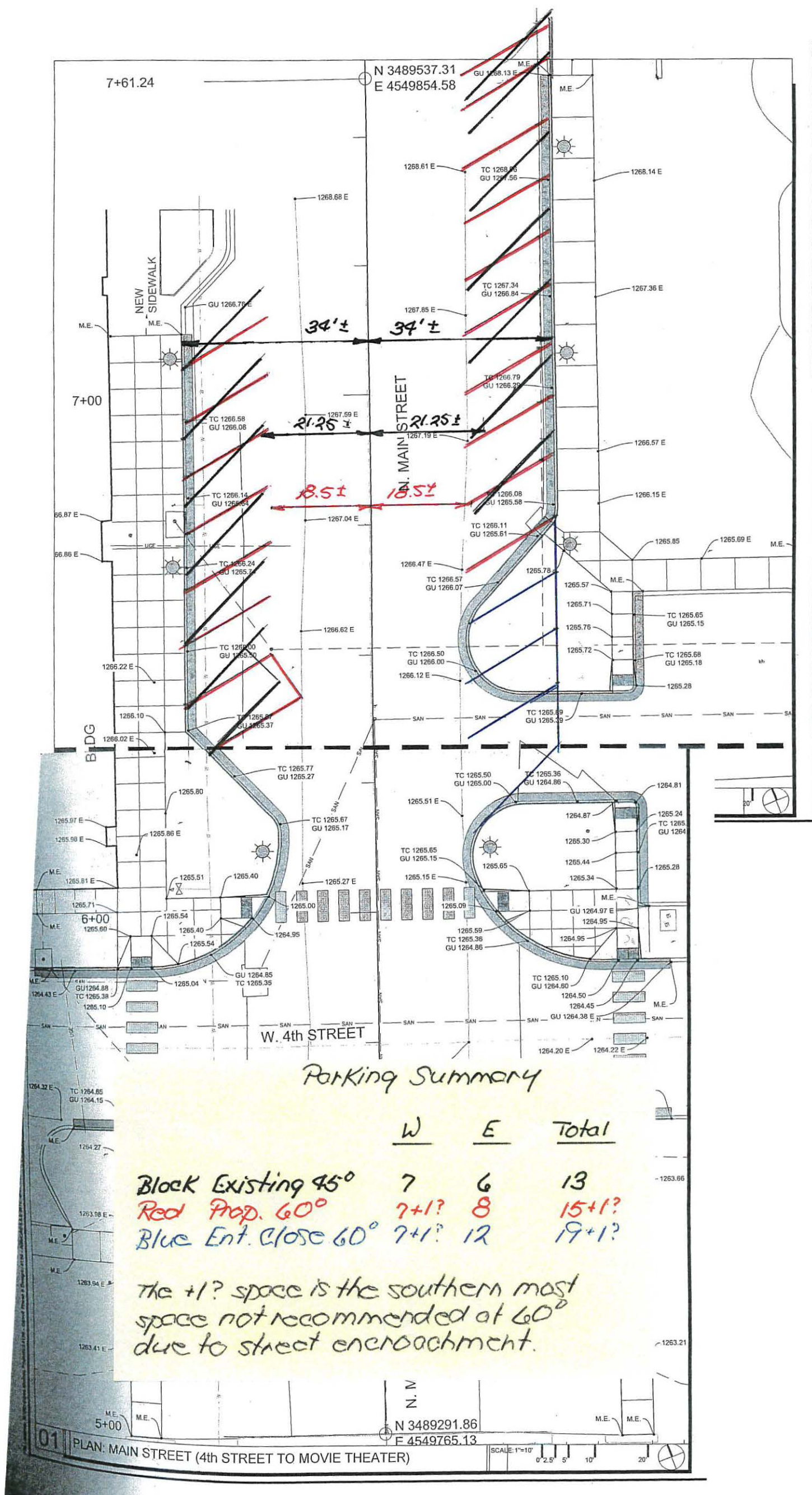
First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2019.

Laura A. Schaefer, City Clerk





**BOLTON
& MENK**

Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

MEMORANDUM

Date: June 6, 2019
To: Randy Krauel, Public Works Director/City Engineer
From: Jennifer McCoy, P.E. P.T.O.E.
Subject: Carroll County Law Enforcement Center Access Review
City of Carroll, IA
Project No.: A14.118749

Background

On behalf of the City of Carroll, IA, Bolton & Menk completed a review of the parking access for the proposed Carroll County Law Enforcement Center. This building is planned to be constructed on the north half of an existing at-grade parking lot on the east side of N. Main Street, just north of W. 5th Street in downtown Carroll. See site location in **Figure 1**. This review will examine the factors that influence the ability and ease of motorists and pedestrians to use N. Main Street adjacent to the site with the proposed new parking access and provide recommendations to the City for next steps in conversations with Carroll County.

Figure 1 - Site Location



Surrounding Network

N. Main Street is one of three streets in the city that run the entire way north-south through Carroll. N. Main Street has a 2016 volume of 4,580 vehicles/day per the Iowa DOT making it one of the top five highest volume streets in the city.

N. Main Street is approximately two-miles from residential development on the south to the Carroll Municipal Golf Course on the north. N. Main Street has a two-lane cross-section with one travel lane in each direction. The speed limit is 25 mph and it is classified as a minor arterial.

Crash History

Crash Data was reviewed for ten years from January 1, 2008 to December 31, 2017. There were five crashes on N. Main Street between W. 5th Street and Hwy 30 in the 10-year period. A summary of crash type is provided in the **Table 1** below. Using the 2016 volume provided by the Iowa DOT, provides for a segment crash rate for N. Main Street in this area of 249 crashes/100 million vehicle miles. This is a higher rate than the statewide average of 207 crashes/100 million vehicle miles for similar municipal minor arterial roadways.

Table 1 –10-yr Crash Summary by Type

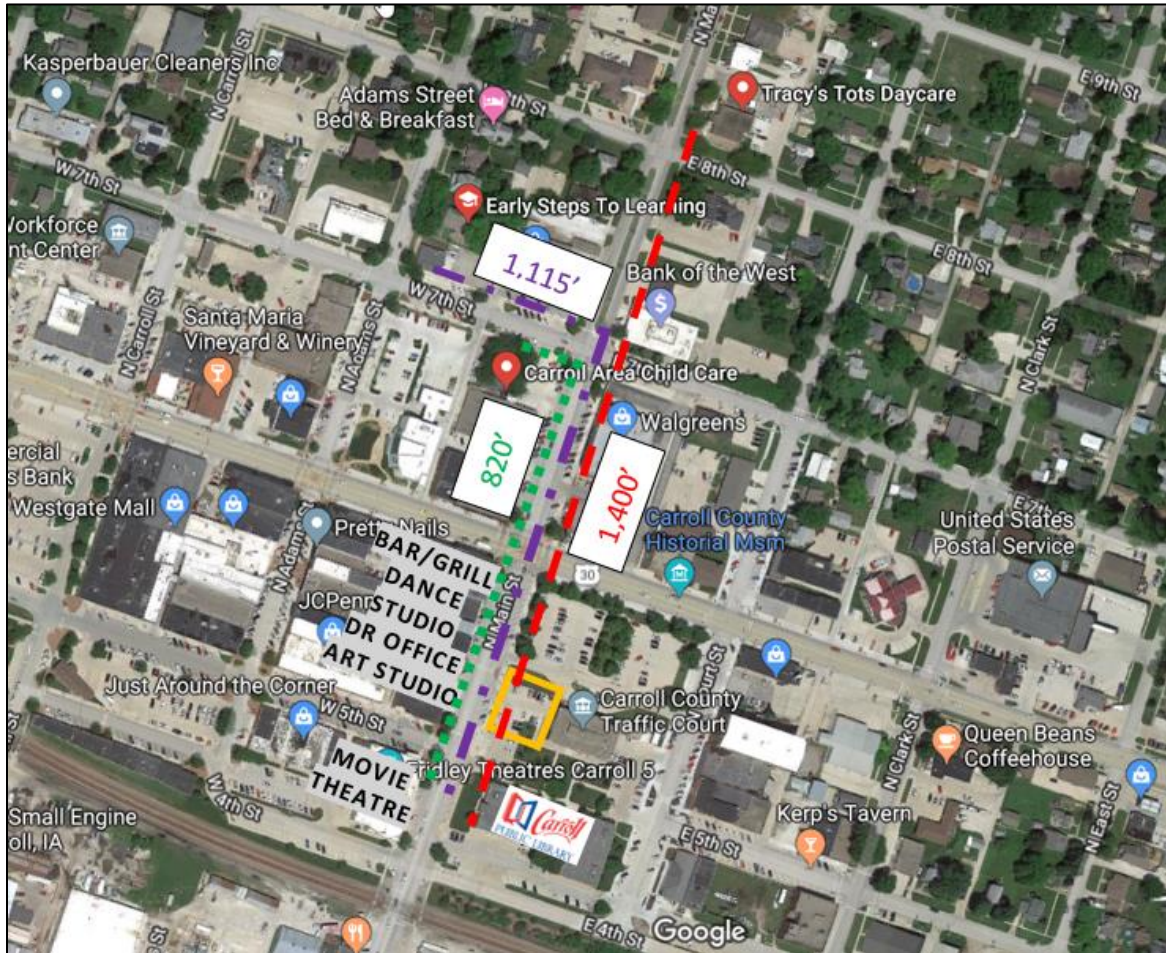
CRASH TYPE		% OF TOTAL
REAR END	2	40%
BROADSIDE	2	40%
PARKED CAR	1	20%
TOTAL	5	100%

Pedestrian Circulation

Downtown Carroll has been designed with many streetscape elements over the last few years to enhance the appeal of the area while promoting safety and walkability. Several of these streetscape elements and pedestrian crossing amenities along with on-street parking are present along N. Main Street. This street has several destination businesses along it such as the Carroll County Courthouse, City of Carroll Police Station, a movie theatre, art studio, doctor's office, dance studio, and a bar & grill. Also in the area is the Carroll City Library, located just south of the proposed site, which is currently undergoing a major renovation which will increase its attractiveness to visitors. The library currently hosts a variety of programing including preschool story time, book clubs, and a summer reading program.

Figure 2 shows several of these destination sites along with three different childcare centers that are located within walking distance of the downtown area. The three colored walk routes depict the routes that children visiting downtown from these centers may take as part of field trip to area businesses or the updated library.

Figure 2 – Pedestrian Origin-Destinations in Downtown Carroll

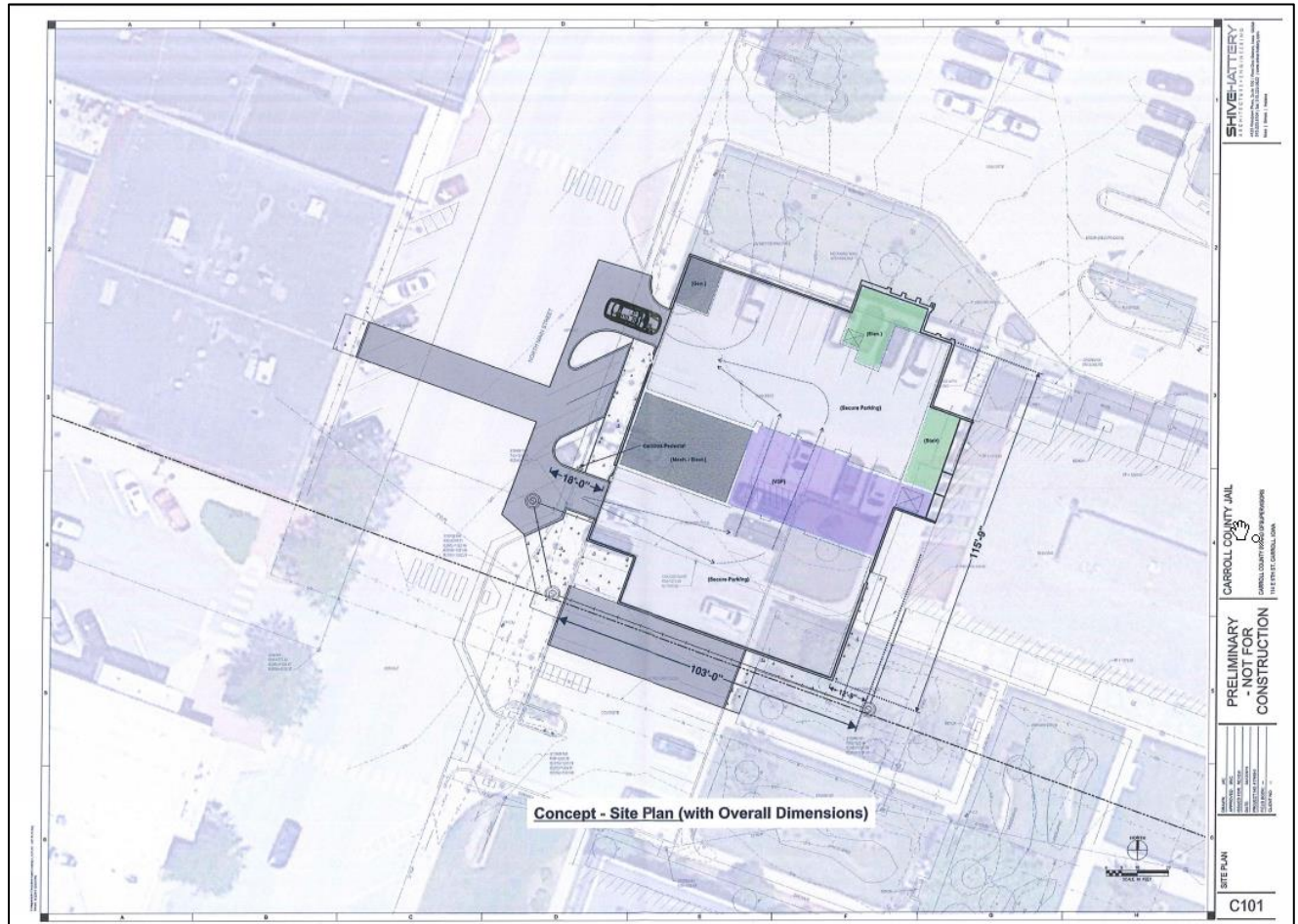


Proposed Site Changes

The original site plan shared with the City for the Carroll County Law Enforcement Center is shown in **Figure 3**. The Center is planned to be a three-story building with parking on the ground floor. The building will house offices for the county sheriff, dispatch, and up to 50 jail cells. To access the ground-floor parking, two access points on N. Main Street are planned to be constructed. These access points were proposed to allow two-way traffic out of either driveway.

Per the County Sheriff, the main vehicles to enter and exit this secured parking under the building will be dispatchers, jailers, and those vehicles transporting prisoners to and from the sally port which will also be located on the ground floor of the proposed building. The County also plans to park its lesser used vehicles here. The Sheriff estimates that the traffic entering/exiting this ground level parking will consist of three employees per each shift (1 dispatcher and 2 jailers) with a total of three shifts per day. The vehicles transporting prisoners could equate to 3 vehicles per day.

Figure 3 - Original Site Plan and Site Access



Best Practices in Parking Access Design

As part of the review of this proposed Law Enforcement Center site plan and parking access, research was conducted on best practices in the planning and design of parking facilities. The *Dimensions of Parking*, 5th Edition, published by the Urban Land Institute and National Parking Association was used as the main reference for our review. This book states that “to minimize conflicts between street traffic and vehicles existing from the parking facility, its best to locate exits on low volume streets...to prevent conflicts between parking facility traffic and intersection traffic, entrances should be located 75 feet from any intersection.” Chapter 8 of this book also states that parking control devices should be located far enough in from the street so that if a vehicle is at the card-reader control box the vehicle can clear the sidewalk.

Chapter 21 of this book discusses several technology options for parking access control equipment. This section states that “in older systems, the card had to be swiped or inserted into a reader. Newer systems use a “prox card,” which only needs to be within a few inches of the reader...saving time and increasing lane throughput.”

Coordination and Communication

In May 2019, conversations took place with City and County Staff along with Bolton & Menk staff and Shive-Hattery staff, the architects on this Law Enforcement Center project. Although the number of daily vehicles entering or exiting this facility is anticipated to be low, there are still impacts from the proposed parking access design on the ability and ease of motorists and pedestrians to use N. Main Street. The main concerns about what was shown in the original site plan in **Figure 3** were:

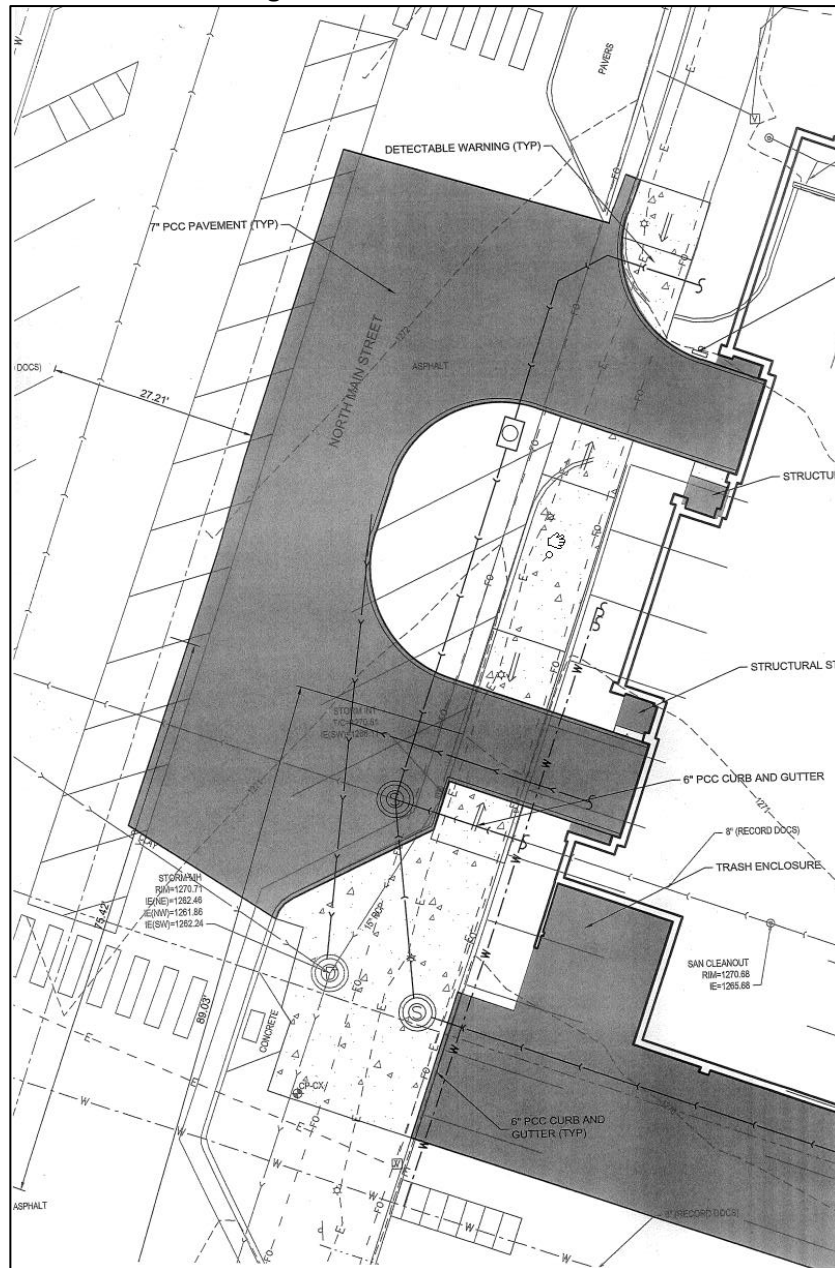
- Conflicting turn movements out of both driveways
- Call-box/card reader in the right-of-way
- Stacking in the street and blocking of sidewalk as vehicles wait to enter the facility
- In/Out access thru one 12' wide access point
- The south entrance is 50' from the intersection of W. 5th Street/N. Main Street
- On-street parking between the drives creates lack of visibility for vehicles exiting the facility
- Addition of another access point on N. Main Street
- Access directly on N. Main St instead of using the parking lot to the south to gain access

To address these concerns, several options were discussed for possible changes to what was shown in **Figure 3**. These included recessed door openings, entrance from Main and exit to parking lot to south, entrance and call box in the south parking lot and exit onto Main, and utilizing the parking lot to the south for the only entrance and exit.

Based on the conversations about these options, Carroll County worked with Shive-Hattery to design changes to the parking access and circulation. These revisions, shown in **Figure 4**, include:

- The access points remained on N. Main Street
- On-street parking removed between the drives
- Circulation created within the garage
- The north access was made an entrance only and the south access an exit only.
- The only entrance is now over 75' away from W. 5th Street
- The building was moved back from the right-of-way so that the call-box/card reader will be out of the right-of-way. The call-box/card reader will be at the north access entrance only.
- The sidewalk slopes down to be level with the two driveways on N. Main Street

Figure 4 – Revised Site Access



Findings and Recommendations

Several meetings to coordinate and communicate on these proposed parking access points have taken place over the past month. Many concerns have been raised by the City regarding these proposed driveways as they relate to access and integration into the existing transportation system. The County has also raised concerns for the operation of the facility and the safety of its employees and the public.

Some of the city's concerns have been addressed in the latest proposed layout shown in **Figure 4**, but some are still outstanding. Whereas, there are many positives to the revised access concept, there are

still several concerns, particularly when it comes to pedestrians travelling adjacent to the site and traffic flow in the area.

These concerns should be addressed as N. Main Street serves as a major connection through Carroll, providing direct access to numerous pedestrian destinations locations within the area, while carrying some of the highest vehicle volumes in the city with a crash rate over the statewide average. This project should minimize the impact to both vehicles and pedestrians on or along this street to the fullest extent possible.

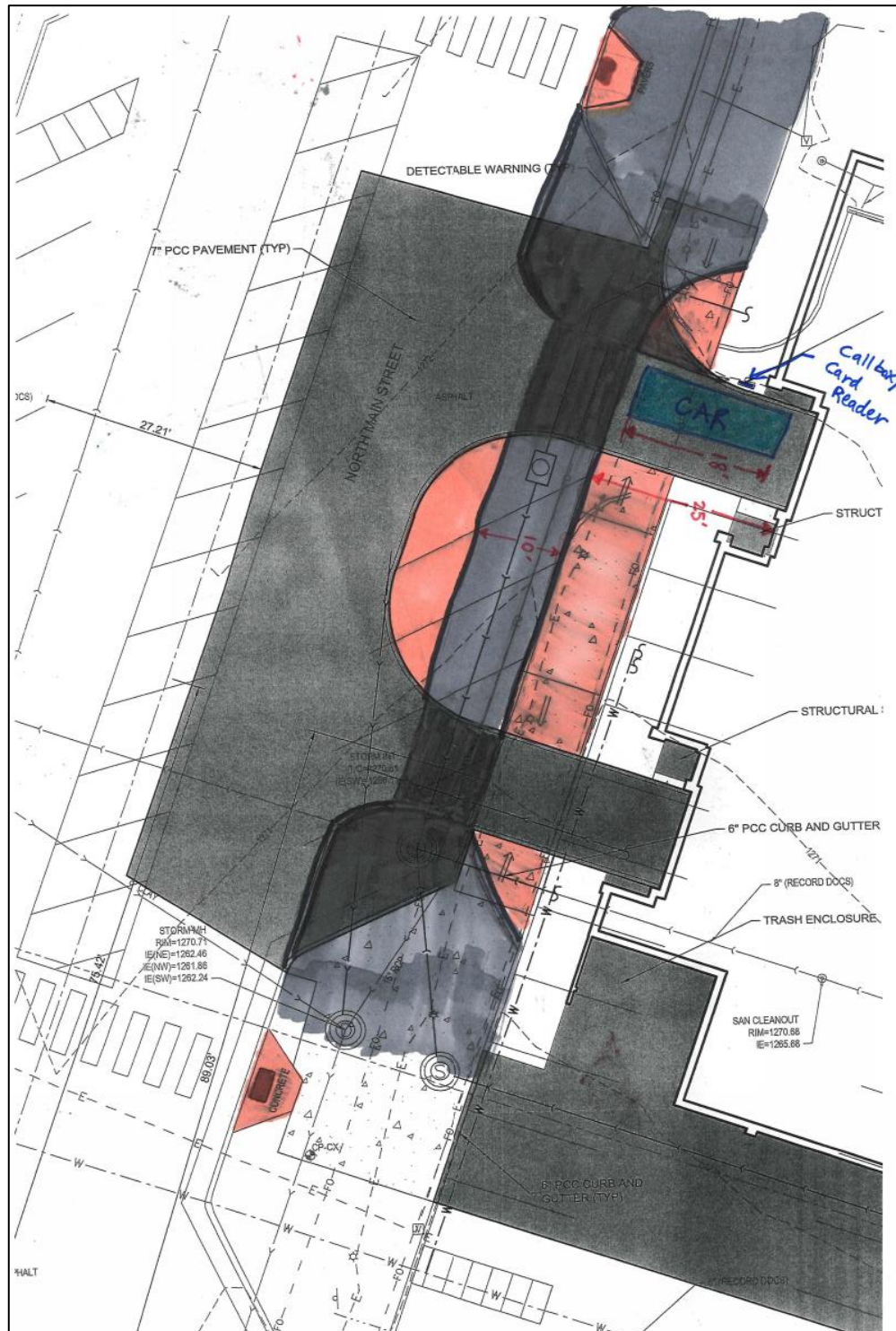
Based on the revised concept, the following items still need to be addressed:

- Blocking of sidewalk by vehicle waiting for the access door to open or waiting at the call-box/card reader to be given access
 - An average truck/van is 18' long, a driver typically sits 6' back from the front, this means that a driver at the call-box/card reader will be blocking nearly all the sidewalk as they wait for the access door to open
- The sidewalk should not dip down across the driveways, but should stay level across the driveways. The driveway approaches should be designed to slope up to meet the sidewalk and provide drainage away from the building without a "rollercoaster" effect to the sidewalk.
- The current existing bump outs need to be reconfigured to provide better driveway/access design and integration into the streetscape. What is shown has old curbs and new curbs joining at odd angles which could become maintenance issues for snow removal dirt and debris collection. The flush paver bump out on the north end of the site should be raised completely to better tie into the proposed driveways for this site.

The sketch in **Figure 5** has been prepared to highlight ways that the remaining concerns could be addressed with modifications to the site design provided. The changes included with this sketch address the City's concerns with N. Main Street that are still outlying and recommend that the Law Enforcement Center site drawings be revised to address the remaining concerns. We also recommend that Carroll County explore the use of parking facility access technology to aid in the expedience of entering the parking area under the Center to minimize the impact to the travelling public in downtown Carroll.

As the County progresses through the final stages of design and plan development for this facility, we would be happy to review future layouts or construction site plans and continue to work with the City for a positive outcome for all stakeholders.

Figure 5 – Additional Recommended Site Modifications



August 6, 2019

City of Carroll, Iowa
Attn: Mayor and City Council Members
112 E 5th St.
Carroll, IA 51401

Re: Carroll County Law Enforcement Center – City Council Review Request

Dear Mayor and Council Members,

On behalf of our client, Carroll County, we respectfully request a waiver of the City streetscape requirements to eliminate the parking stalls along North Main Street in front of the proposed Carroll County Law Enforcement Center. By eliminating these parking stalls, it would provide a widened pedestrian sidewalk along the building and crossings at the incoming/outgoing building drive accesses. It also provides better sightlines for drivers to see pedestrians and vehicular traffic when entering and leaving the enclosed parking areas.

The preferred site layout from the County's perspective provides a 30.67' from the proposed back of curb to the face of the overhead doors. Included in the documentation is a bid alternate to recess the overhead building doors an additional 6' from the face of the building to provide even more clearance for pedestrians to cross the access drives. However, the bid alternate would likely increase the overall cost to accommodate the structural overhang for the upper levels of the building. The County has reduced the size of the Security Vehicular Sallyport to provide a pull through internal within the building. This will allow for the north overhead door to be entry only and the south overhead door to be exit only satisfying a concern expressed by the City.

We request this project to be presented at the August 12th City Council meeting for approval. Please refer to the submitted Site Plans for additional design information. If additional information is required, or you if you have any questions, please contact Monica Converse at 515-223-8104, or email mconverse@shive-hattery.com.

Sincerely,

SHIVE-HATTERY, INC.

Monica M. Converse

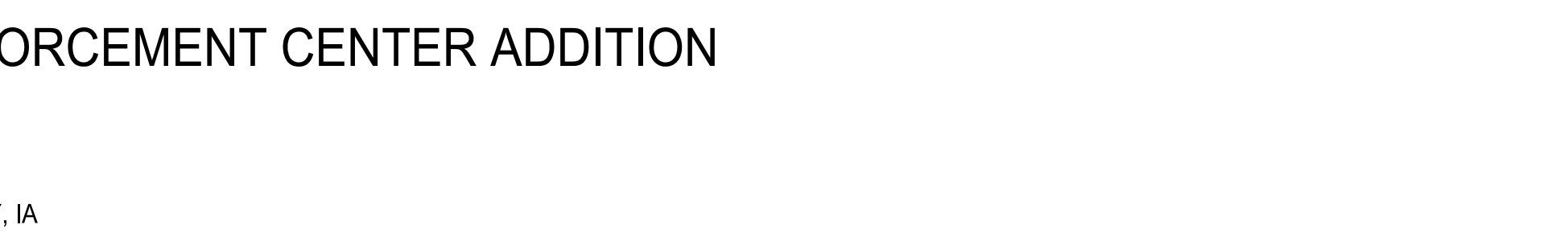
Monica M. Converse, PE



	A	B	C	D	E	F	G
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3	14	20	24	30	34	40	44
4	16	22	26	32	36	42	46
5	18	24	28	34	38	44	48
6	20	26	30	36	40	46	50
7	22	28	32	38	42	48	52
8	24	30	34	40	44	50	54
9	26	32	36	42	46	52	56
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43	94	100	104	110	114	120	124
44	96	102	106	112	116	122	126
45	98	104	108	114	118	124	128
46	100	106	110	116	120	126	130
47	102	108	112	118	122	128	132
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53	114	120	124	130	134	140	144
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ENGINEER
SHIVE-HATTERY, INC.
ATTN: MONICA CONVERSE
4125 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES IA 50366

— 100 —

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AW
RRO



TTAL
174880

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ACCEPTED MANUSCRIPT

1

TECHNICAL SPECIFICATIONS:

- | | |
|---|--|
| 1. | IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND CITY REQUIREMENTS. |
| 2. | CONTRACTOR SHALL NOTIFY CITY OF CARROLL ONE WEEK PRIOR TO WATER LINE CONSTRUCTION. |
| 3. | WATER TO BE INSTALLED WITH A MINIMUM COVER OF 5.5 FEET DEEP OR LOWER TO ACCOMMODATE UTILITY CROSSINGS. |
| 4. | ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH SDAS STANDARD SPECIFICATIONS AND CITY REQUIREMENTS. |
| 5. | CONTRACT FIRE DEPARTMENT OF ANY CHANGES THAT AFFECT FIRE/EMERGENCY ACCESS TO SITE, BUILDINGS/FCCS, PVS, HYDRANTS, AND FRONT DOORS. |
| 6. | ALL EXISTING AND PROPOSED HYDRANTS AND VALVES SHALL BE ADJUSTED TO FINAL GRADES. |
| 7. | THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE CITY'S CROSS CONNECTION CONTROL/CONTAMINANT PROVISION. |
| 8. | CONTACT THE CITY OF CARROLL FOR ANYTHING AFFECTING WATER INFRASTRUCTURE. |
| SANITARY SEWER CONSTRUCTION NOTES: | |
| 1. | VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND WHETHER ADDITIONAL UTILITIES EXIST. |
| 2. | ALL STORM SEWER CONSTRUCTION SHALL CONFORM TO SDAS SPECIFICATIONS. |
| 3. | PIPE LENGTHS SHOWN ARE INSIDE EDGE TO INSIDE EDGE OF STRUCTURES. |
| 4. | IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL STORM FLOW IN EXISTING CITY SYSTEM UNTIL NEW SYSTEM IS INSTALLED AND APPROVED. |
| 5. | MODIFY EXISTING INVERTS TO ACCOMMODATE NEW PIPE CONNECTIONS. |
| 6. | ALL BENDS AND CONNECTIONS SHALL BE MANUFACTURED CONNECTIONS. |
| 7. | THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STORM SEWER WITHIN THE PROJECT AREA. |
| 8. | CONTRACTOR IS RESPONSIBLE FOR ADJUSTING AND REBUILDING STORM STRUCTURES AS NECESSARY TO MATCH FINAL GRADES. |
| 9. | WHERE RCP STORM SEWER CROSSES THE WATER SERVICE, PROVIDE ORING GASKETS AT JOINTS ONE FULL LENGTH OF SEWER PIPE ON EITHER SIDE OF THE CROSSING. |
| TRAFFIC CONTROL: | |
| 1. | PROVIDE ALL REQUIRED SIGNAGE AND WORK IN THE RIGHT OF WAY AS REQUIRED BY ROADWAY JURISDICTION. |
| 2. | IT IS CONTRACTOR'S RESPONSIBILITY TO CONTROL TRAFFIC DURING CONSTRUCTION AND PROVIDE ADEQUATE TRAFFIC AND PEDESTRIAN CONTROL AND SIGNAGE. |
| 3. | CONTRACTOR TO INSTALL AND MAINTAIN CHAIN LINK CONSTRUCTION FENCE AROUND PROJECT LIMITS. |
| 4. | CONTRACTOR SHALL ASSUME PEDESTRIAN TRAFFIC WILL NEAR THE AREA THROUGHOUT THE PROJECT DURATION. |

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515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com
Iowa | Illinois | Indiana

- | | |
|--|---------------------------------|
| | LAW ENFORCEMENT |
| | |
| | CARROLL COUNTY, IA |
| | 114 E 6TH STREET, CARROLL, IOWA |

114 E 6TH STREET, CARROLL, IOWA

DRAWN:	CWH
APPROVED:	MMC
ISSUED FOR:	CONSTRUCTION DOCUMENTS
DATE:	07-17-2019
PROJECT NO:	4174880
FIELD BOOK:	---
CLIENT NO:	---

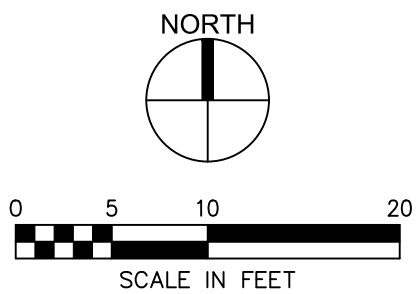
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DATE: 07/17/2019
DRAWN: CMH
APPROVED: MMC
ISSUED FOR: CONSTRUCTION DOCUMENTS
PROJECT NO: 4174880
FIELD BOOK: 1
CLIENT NO: 1



LEGEND	
GENERAL SITE	
PLAN MARK	DESCRIPTION
	EXISTING STRUCTURE
	GUARD POST BOLLARD
	MAILBOX
	PARKING METER
	FLAGPOLE
	HANDICAPPED PARKING
	SHRUB
	DECIDUOUS TREE
	CONIFEROUS TREE
	SINGLE POLE SIGN
	DOUBLE POLE SIGN
	TRAFFIC SIGNAL WITH ARM
	TRAFFIC SIGNAL
	UTILITY MARKER
	RAILROAD CROSSING SIGNAL
	TRAFFIC MANHOLE
	WIRE FENCE
	WOOD FENCE
	CHAINLINK FENCE
	RAILROAD
	GUARD RAIL
	TREE LINE
	MINOR CONTOUR
	MAJOR CONTOUR
	CONCRETE
	GRAVEL
	ASPHALT

LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
	BENCH MARK
	CONTROL POINT
	IRON ROD - FOUND
	IRON ROD - SET
	SECTION CORNER FOUND
	MONUMENT SET
	X CUT FOUND
	X CUT SET
	RIGHT OF WAY MARKER
	NAIL FOUND
	NAIL SET
	STATION MARKER
	SOIL BORING
	RECORD BEARING/DISTANCE
	MEASURED BEARING/DISTANCE
	POINT OF BEGINNING
	POINT OF REFERENCE

UTILITY NOTE
THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING.



LEGEND	
UTILITIES	
PLAN MARK	DESCRIPTION
	FLOODLIGHT
	LIGHT POLE OVERHANG
	LIGHT POST
	SIREN POLE
	UTILITY POLE
	GUY ANCHOR
	UTILITY POLE WITH TRANSFORMER
	FIRE HYDRANT
	FLARED END SECTION
	UTILITY END CAP
	VALVE
	POST INDICATOR VALVE
	CABLE TV PEDESTAL
	CLEANOUT
	JUNCTION BOX
	MANHOLE
	DRAINAGE MANHOLE
	ELECTRICAL MANHOLE
	SANITARY MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	VAULT BOX
	MONITORING WELL
	WATER MANHOLE
	WATER IRRIGATION VALVE
	WATER SHUTOFF VALVE
	HANDHOLE
	SIGNAL BOX
	GAS METER
	ELECTRIC METER
	TRANSFORMER
	WATER METER
	AIR CONDITIONER
	CURB INLET
	INTAKE - CIRCLE
	INTAKE - RECTANGLE
	INTAKE - SQUARE
	RA-3 INTAKE
	RA-5 INTAKE
	RA-8 INTAKE
	YARD HYDRANT
	FIRE DEPARTMENT VALVE
	GAS REGULATOR
	STORM ROOF DOWNSPOUT

LEGEND	
UTILITY LINES	
LINE TYPE	DESCRIPTION
	ELECTRIC - OVERHEAD
	ELECTRIC - UNDERGROUND
	GAS MAIN
	WATER MAIN
	SANITARY SEWER
	STORM SEWER
	TELEPHONE - OVERHEAD
	TELEPHONE - UNDERGROUND
	CABLE LINE - OVERHEAD
	CABLE LINE - UNDERGROUND
	FIBER OPTICS
	STEAM

EXISTING
CONDITIONS

LAW ENFORCEMENT CENTER ADDITION

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ARCHITECTURE+ENGINEERING
1125 Madison Hwy, Suite 103 | West Des Moines, Iowa 50266
515.223.8104 | Fax: 515.223.0821 | www.shivehattery.com
Iowa | Illinois | Indiana

CARROLL COUNTY, IA
114 E 6TH STREET, CARROLL, IOWA

C002

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DATE: 07/26/2019
TIME: 10:11:14 AM



DEMOLITION PLAN

DRAWN: CWH
APPROVED: MMC
ISSUED FOR: CITY SUBMITTAL
DATE: 07/26/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

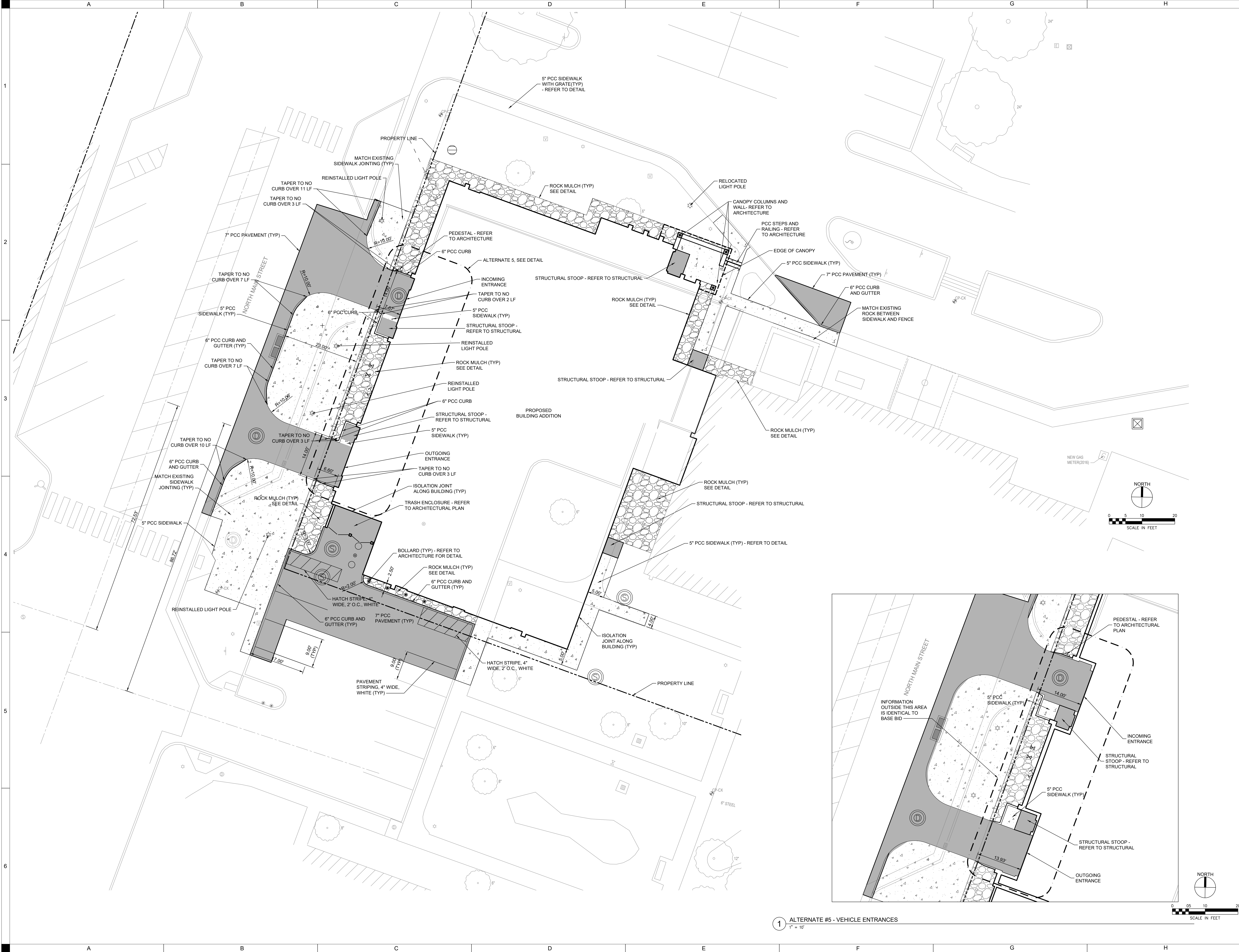
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CARROLL COUNTY, IA
114 E 6TH STREET, CARROLL, IOWA

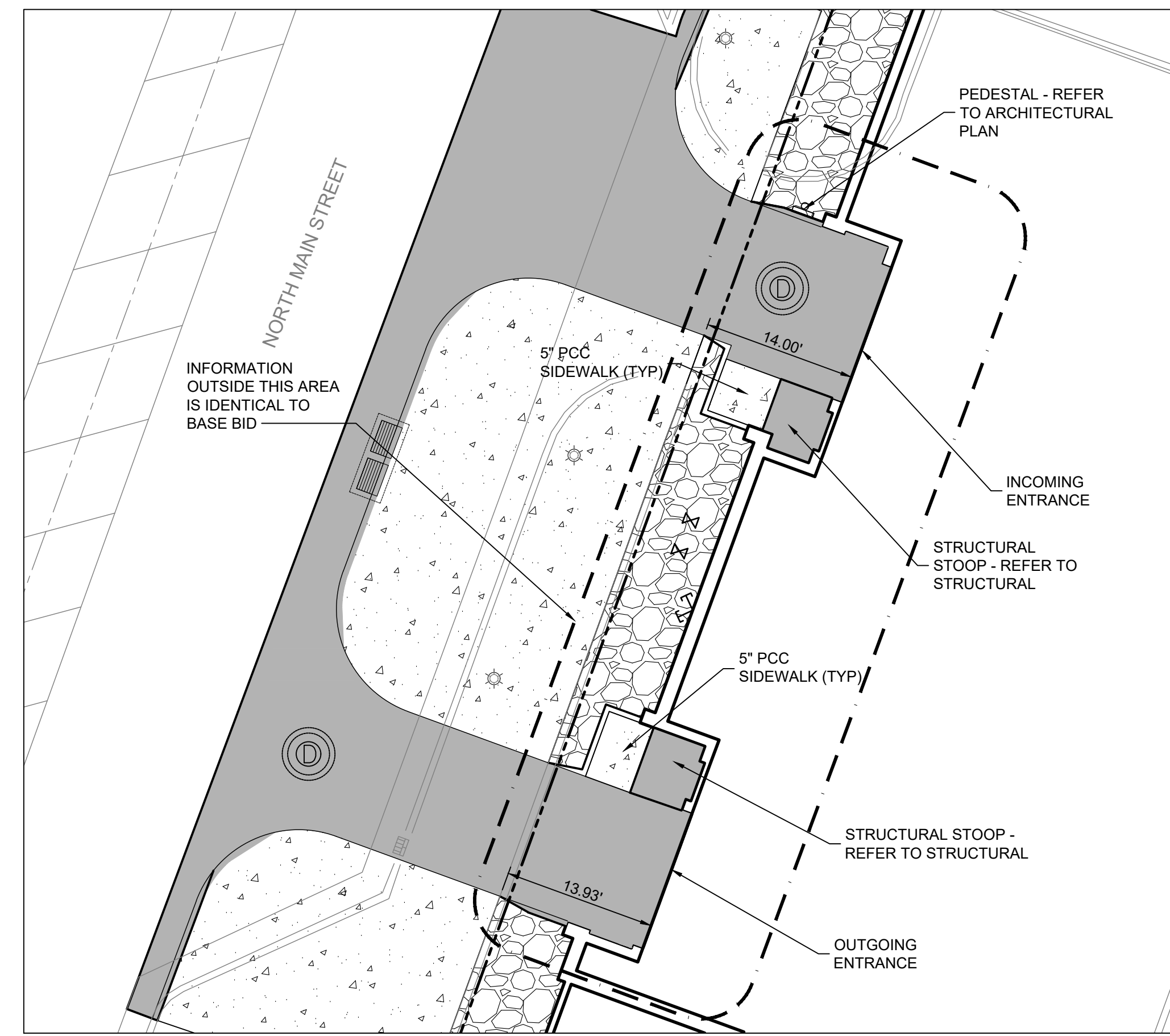
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Iowa | Illinois | Indiana

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1 ALTERNATE #5 - VEHICLE ENTRANCES
1" = 10'



SITE PLAN

LAW ENFORCEMENT CENTER ADDITION

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

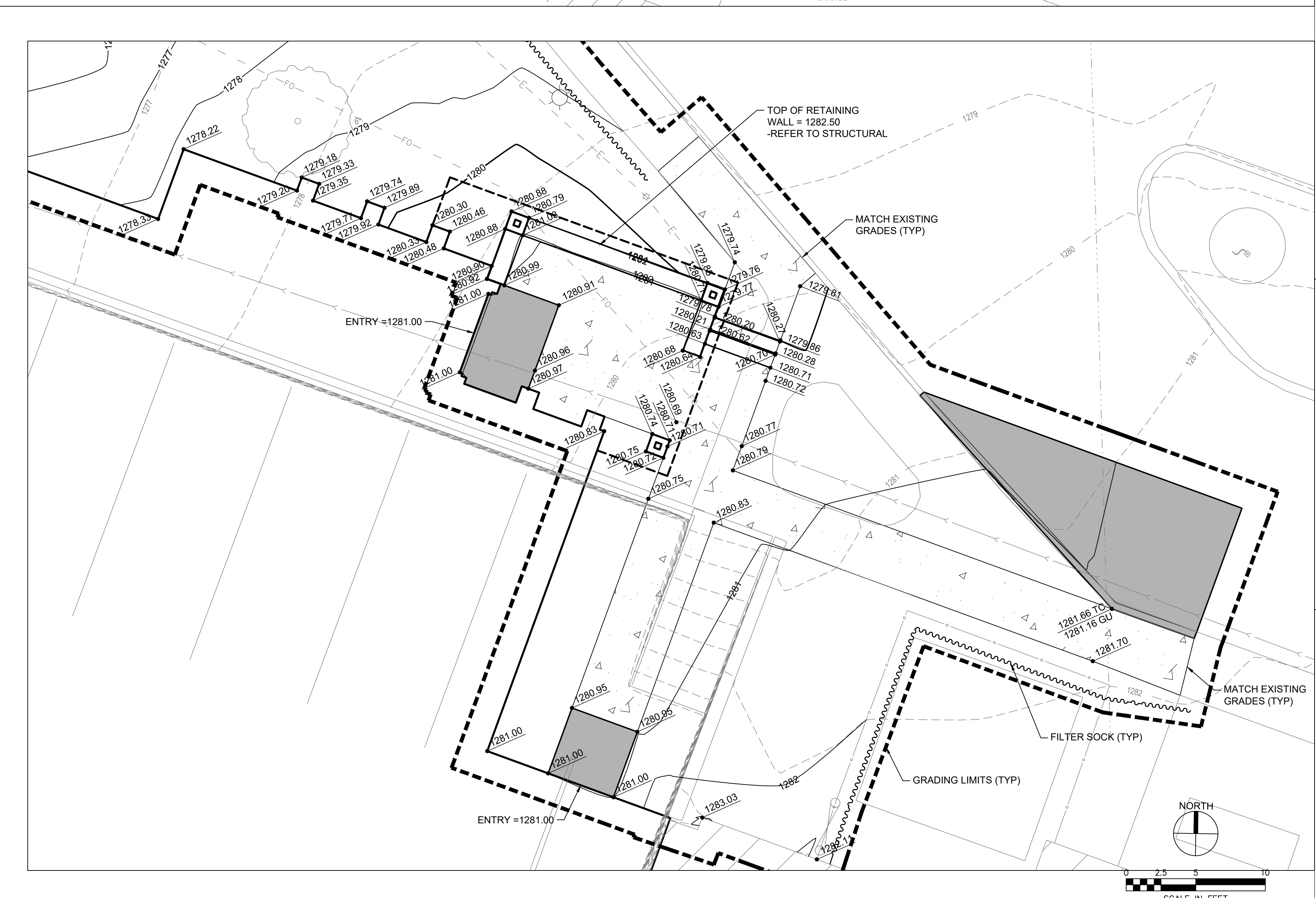
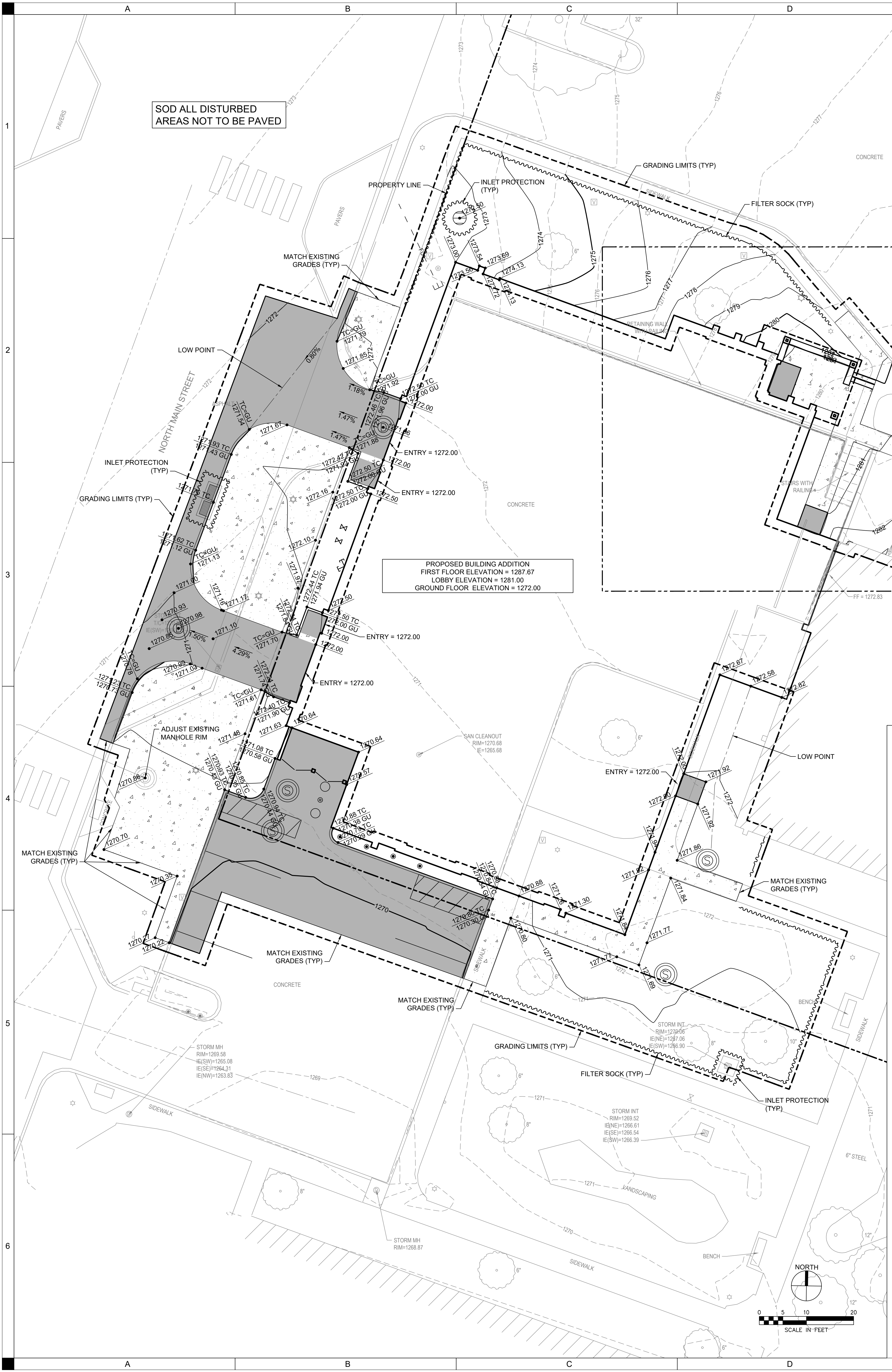
4125 Western Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.0104 | Fax: 515.223.0022 | www.shivehattery.com
Iowa | Illinois | Indiana

CARROLL COUNTY, IA
114 E 6TH STREET, CARROLL, IOWA

DRAWN:	CWH
APPROVED:	MMC
ISSUED FOR:	CITY SUBMITTAL
DATE:	07/30/2019
PROJECT NO:	417480
FIELD BOOK:	--
CLIENT NO.:	--

C101

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LAW ENFORCEMENT CENTER ADDITION

GRADING PLAN

DRAWN: CWH
APPROVED: MMC
ISSUED FOR: CITY SUBMITTAL
DATE: 07/30/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

C201

114 E 6TH STREET, CARROLL, IOWA
CARROLL COUNTY, IA



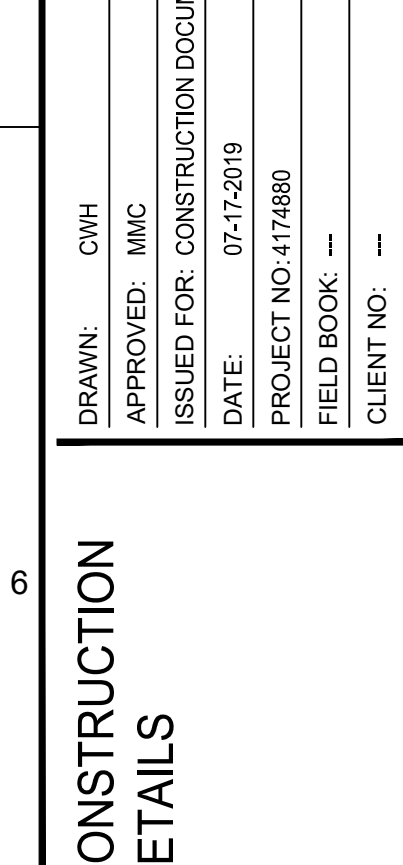
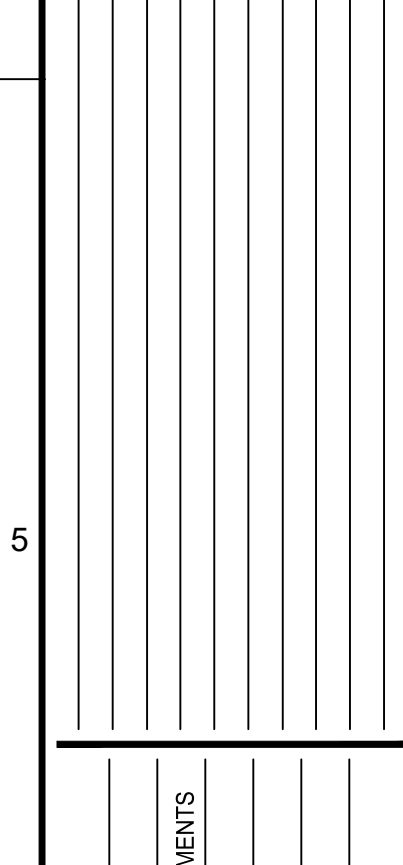
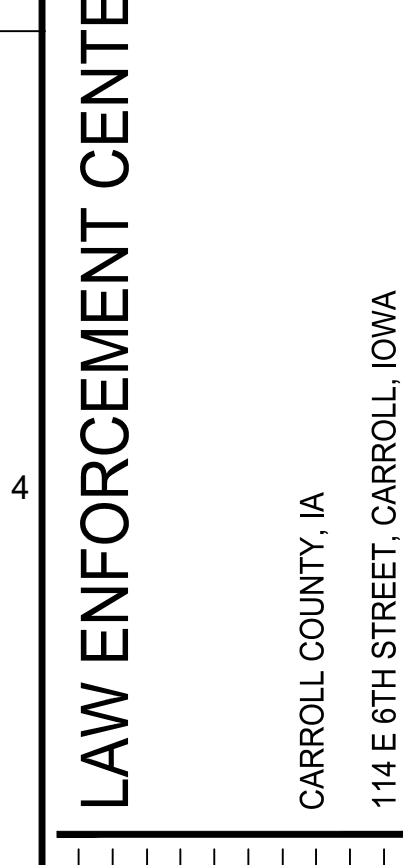
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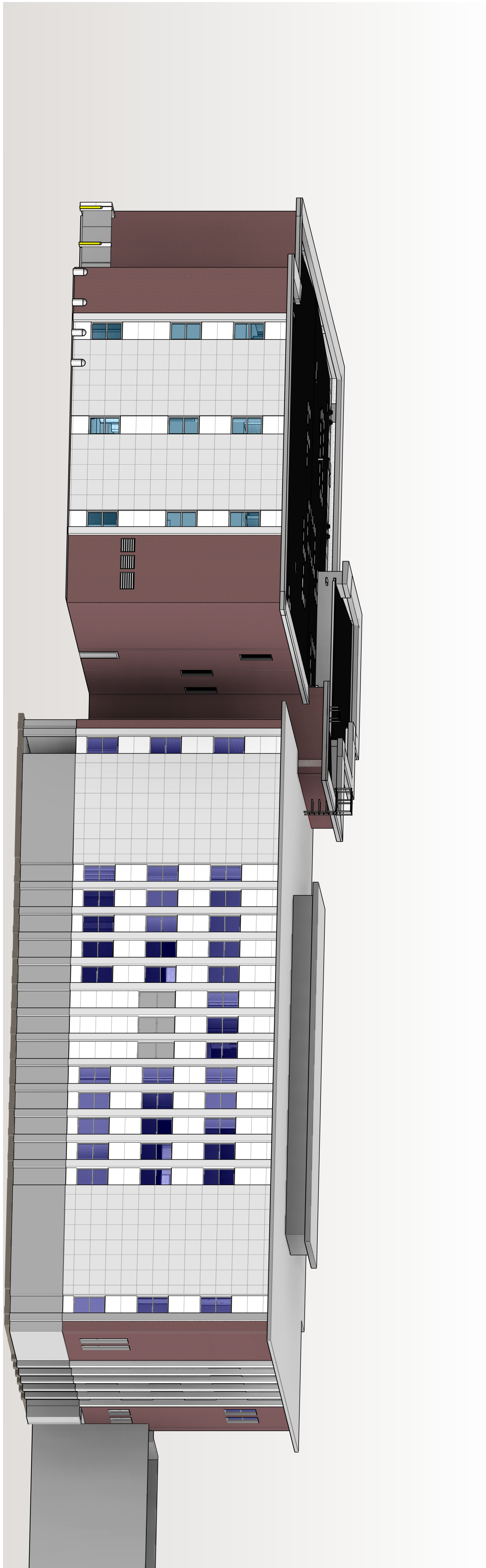
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APPROVED: MMC
ISSUED FOR: CITY SUBMITTAL
DATE: 07/30/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

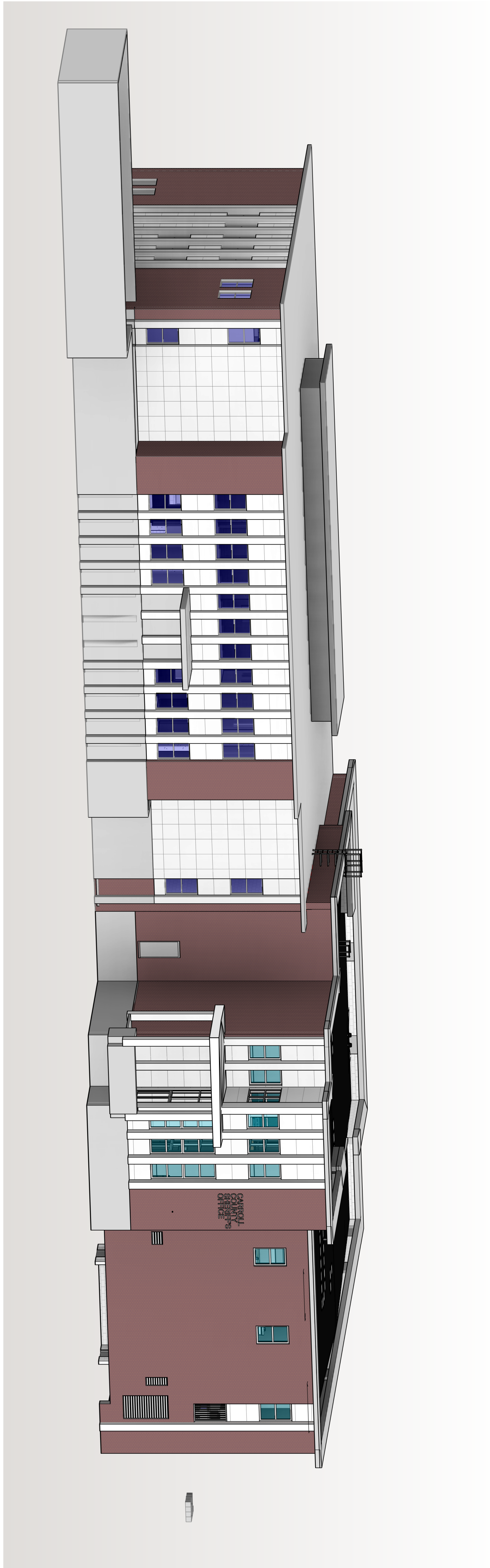
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ISSUED FOR: CITY SUBMITTAL
DATE: 07/30/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

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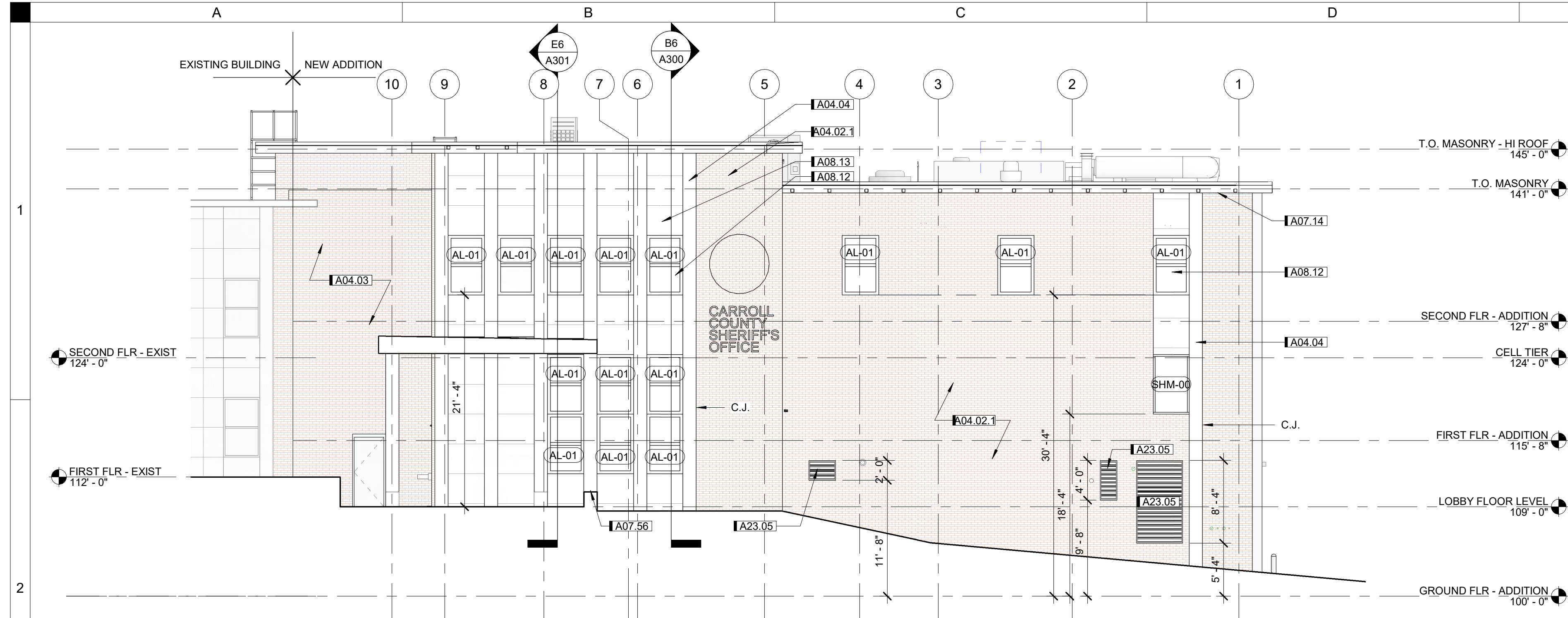
E6 SOUTHEAST VIEW
NOT TO SCALE



E4 NORTHEAST VIEW
NOT TO SCALE

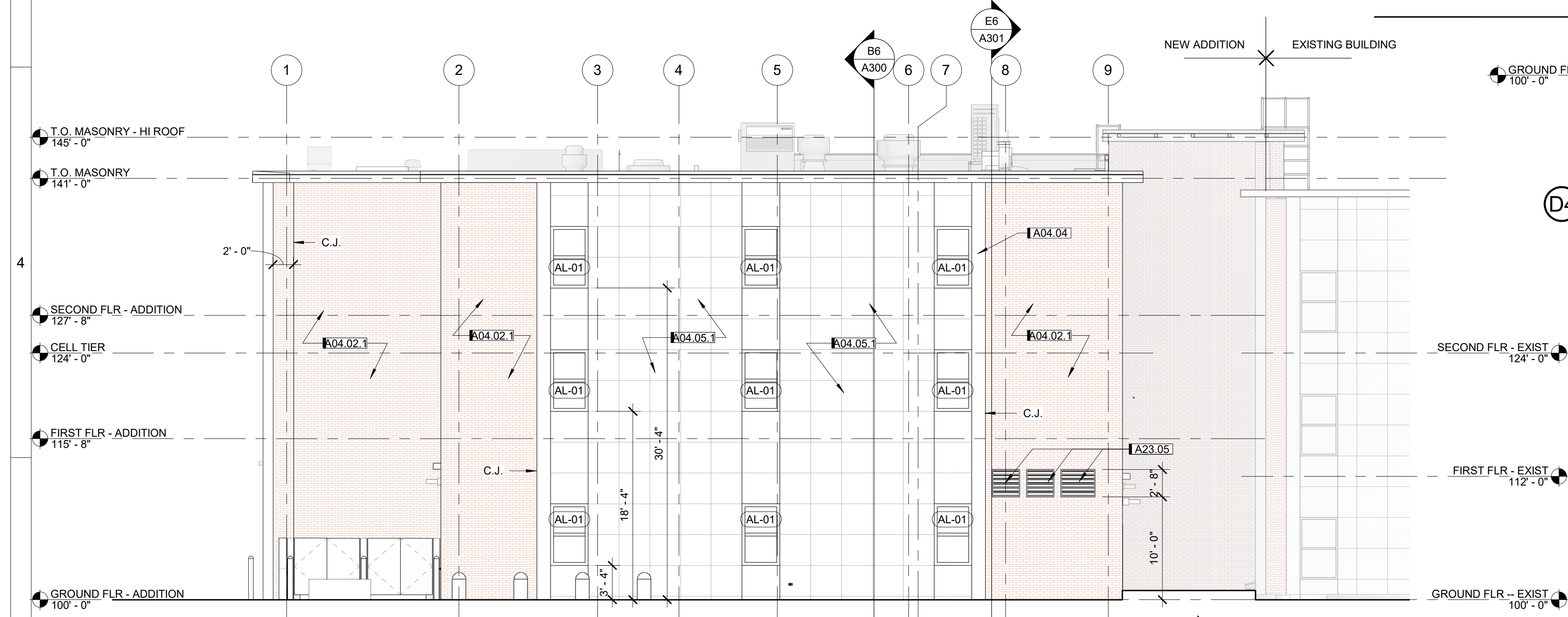
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TIME: 10:01:10 AM

Autodesk Revit 2019



NORTH ELEVATION -
ADDITION
(A2)

1/8" = 1'-0" 0 12

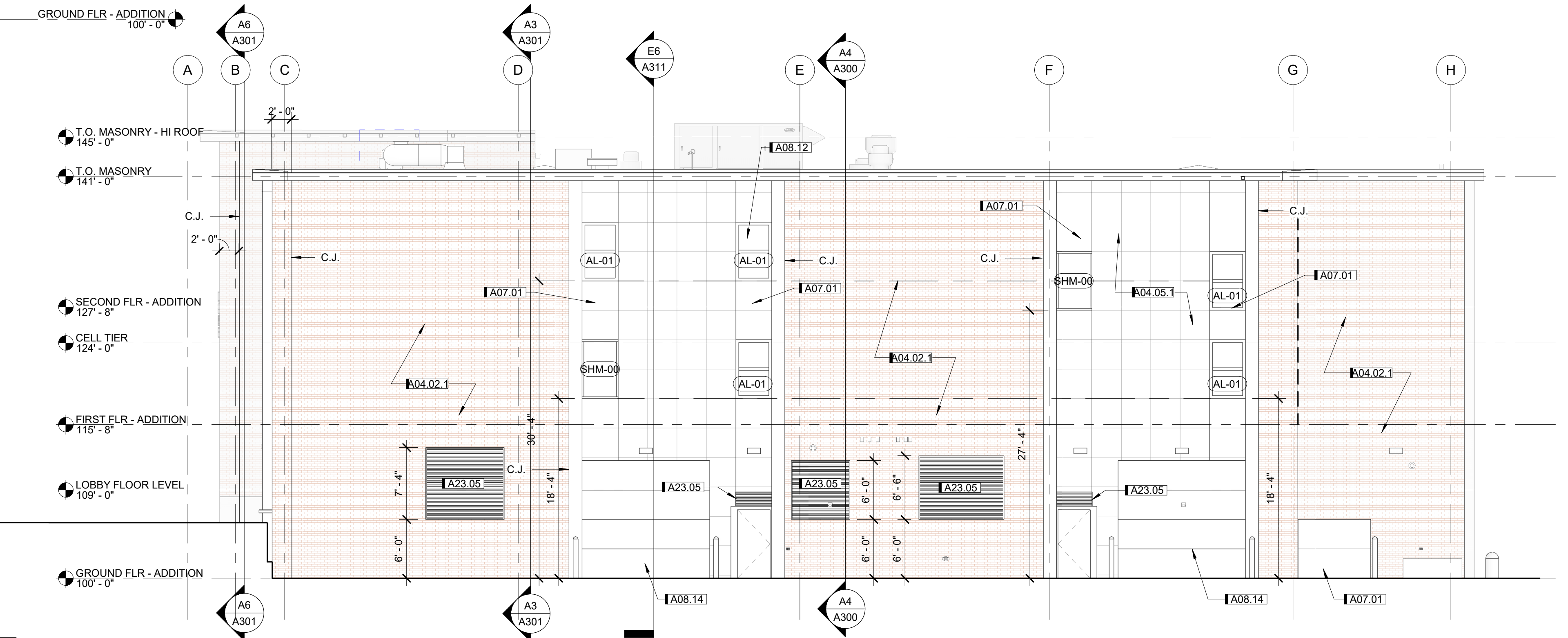


SOUTH ELEVATION -
ADDITION
(A5)

1/8" = 1'-0" 0 12

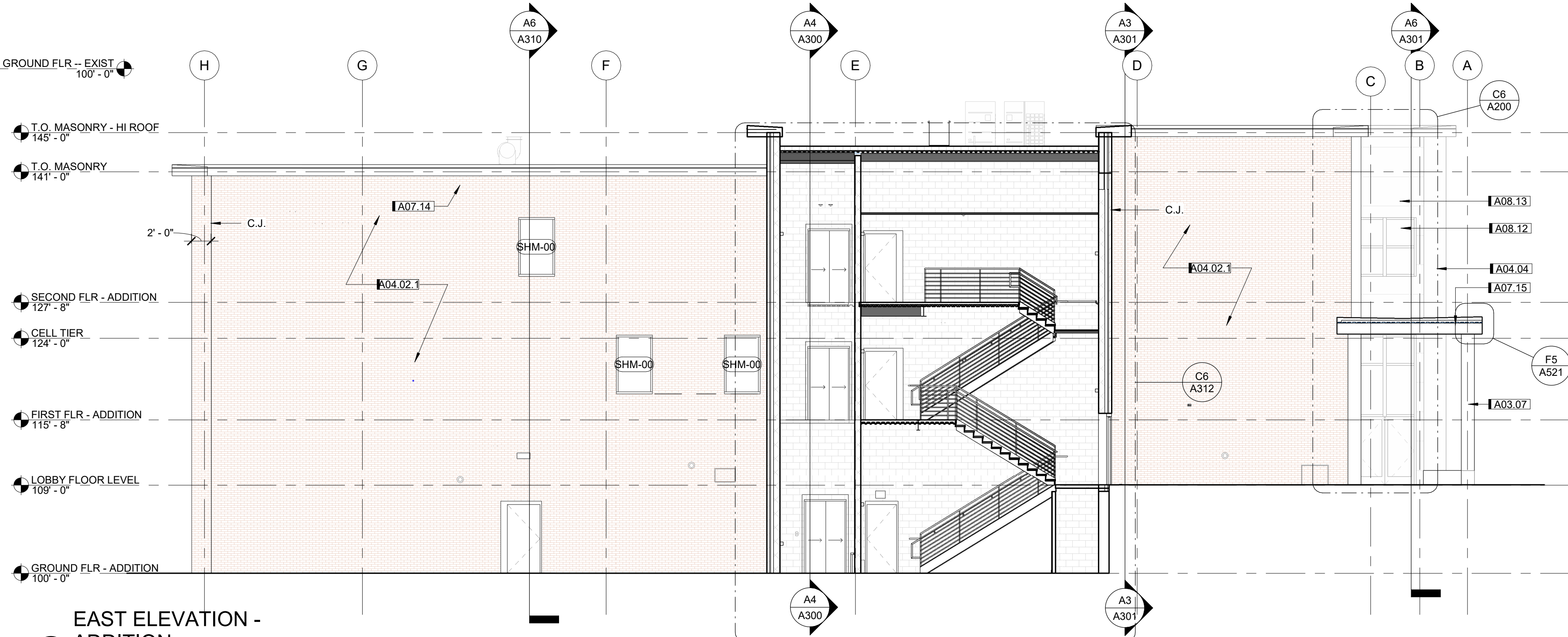
ELEVATION - MAIN
ENTRANCE
(C9)

1/8" = 1'-0" 0 12



WEST ELEVATION -
ADDITION
(D4)

1/8" = 1'-0" 0 12



EAST ELEVATION -
ADDITION
(D6)

1/8" = 1'-0" 0 12

KEYNOTE LEGEND	
KEY	NOTE
A03.07	CONCRETE COLUMN SEE STRUCTURAL
A04.02.1	BRICK VENEER (BASE BID); THIN BRICK PANEL SYSTEM (ALT BID 2)
A04.03	FACE BRICK (MATCH EXISTING)
A04.04	STONE PLASTER
A04.05.1	STONE VENEER (BASE BID)
A07.01	INSULATED METAL WALL PANELS
A07.14	METAL SOFFIT
A07.15	CANOPY
A07.56	DOWNSPOUT ON STONE PIER
A08.12	ALUMINUM WINDOW
A08.13	SPANDREL GLASS IN ALUMINUM STOREFRONT
A08.14	OVERHEAD DOOR
A23.05	MECHANICAL LOUVERS

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSF-w*

FROM: Randall M. Krauel, Director of Public Works *RMK*

DATE: October 9, 2019

SUBJECT: Water Storage Tower Rehabilitation - 2019
• Professional Services Agreement Amendment No. 2

The February 11, 2019, Professional Services Agreement with JEO Consulting Group, Inc. for the Water Storage Tower Rehabilitation includes design work to develop the project. Construction services were added by Amendment No.1 on August 12, 2019.

U.S. Cellular has submitted a proposal to alter the equipment that they had on the Tower prior to the Rehabilitation project. One step in review of the U.S. Cellular proposal is analysis of the Tower to structurally accommodate the additional equipment. The scope of work and fee for the structural analysis has been prepared in the form of Amendment No. 2 to the JEO Professional Services Agreement. A copy is attached.

The effect of proposed Amendment No. 2 on the Agreement fees is as follows:

Original Agreement	\$29,400.00
Amendment No. 1	\$89,500.00
Amendment No. 2	<u>\$ 4,800.00</u>
Total	\$123,700.00

U.S. Cellular has agreed to reimburse the City the cost of this structural analysis.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving Amendment No. 2 to the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Storage Tower Rehabilitation – 2019 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR THE WATER STORAGE TOWER REHABILITATION – 2019 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, an Amendment No. 2 to the Professional Services Agreement for the structural analysis of a U.S. Cellular equipment proposal related to the Water Storage Tower Rehabilitation – 2019 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that Amendment No. 2 to the Professional Services Agreement is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Amendment No. 2 to the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Storage Tower Rehabilitation – 2019 project is approved and the Mayor is authorized to execute the Amendment on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of October, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: _____.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: February 11, 2019
Owner: City of Carroll, Iowa
Project: Water Storage Tower Rehabilitation – 2019
JEO Project #: 190111.00

ARTICLE 2 – NATURE OF AMENDMENT

- ☒ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☒ Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform structural review and analysis of the proposed modifications to the existing antenna mount on top of the City's existing water storage tower to support new equipment being proposed by US Cellular.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$	29,400
Net change for prior amendments:	\$	89,500
<u>This amendment amount:</u>	<u>\$</u>	<u>4,800</u>
Total Adjusted Agreement amount:	\$	123,700

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

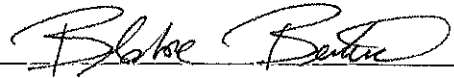
OWNER: City of Carroll, Iowa

By: _____
Print
name: Dr. Eric Jensen

Title: Mayor

Date Signed: _____

ENGINEER: JEO Consulting Group, Inc.

By: 
Print
name: Blake Birkel, PE

Title: Project Manager

Date Signed: 9/27/2019

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Randall M. Krauel, Director of Public Works

DATE: October 9, 2019

SUBJECT: West Street Resurfacing – 2020

- Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

The Iowa Department of Transportation has prepared and submitted an Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project (copy attached). The funding is for Hot Mix Asphalt resurfacing with milling on West Street from 7th Street to 18th Street.

Surface Transportation Block Grant Program funds are provided for reimbursement of 80% of eligible costs up to a maximum amount of \$600,000.00 of Program funds. The currently budgeted costs for the West Street segment is as follows:

Design	\$125,000.00
Construction	<u>\$750,000.00</u>
Total	\$875,000.00

The West Street segment is a part of the larger Street Resurfacing – 2020 project.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution accepting the Iowa Department of Transportation Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project for the West Street resurfacing.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 3-19-STBG-SWAP-19 FOR A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FEDERAL-AID SWAP PROJECT FOR WEST STREET RESURFACING.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, the Iowa Department of Transportation has prepared and submitted Agreement No. 3-19-STBG-SWAP-19 for a Surface Transportation Block Grant Program Federal-aid Swap Project for West Street resurfacing; and,

WHEREAS, the City Council has determined that Agreement No. 3-19-STBG-SWAP-19 is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Iowa Department of Transportation Agreement No. 3-19-STBG-SWAP-19 for a Surface Transportation Block Grant Program Federal-aid Swap Project for West Street resurfacing is accepted, and the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of October, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Carroll

Project No.: STBG-SWAP-1125(618)--SG-14

Iowa DOT Agreement No.: 3-19-STBG-SWAP-19

This is an agreement between the City of Carroll, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the City Public Works Director.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

HMA Resurfacing with milling, on West Street, from 7th Street to 18th Street
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$ 600,000 for the following phases of work as stipulated by the Region XII Council of Governments:

\$ 0.00	Preliminary Engineering
\$ 0.00	Construction Engineering
\$ 0.00	Right-of-Way
\$ 600,000.00	Construction
\$ 0.00	Other (please specify) _____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Region XII Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*

FROM: Randall M. Krauel, Director of Public Works *RMK*

DATE: October 9, 2019

SUBJECT: Water Supply Well Replacement - 2020
Professional Services Agreement

A Professional Services Agreement for services related to a Water Supply Well Replacement project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design development and construction of a water supply well. The water supply well is proposed as a replacement to the current Well No. 11 located in Rolling Hills Park. Well No. 11 has a hole in the casing. Well replacement is recommended as opposed to recasing due to the age of the well and flow restriction of recasing.

The scope of services and fees are detailed in the attached, proposed Agreement and summarized as follows:

Project Management	\$ 9,000.00 (Lump Sum)
Preliminary Design	\$ 19,600.00 (Lump Sum)
Final Design	\$ 37,200.00 (Lump Sum)
Bidding	\$ 4,500.00 (Lump Sum)
Construction Administration	\$ 23,300.00 (Lump Sum)
Resident Project Representation (RPR)	\$ 30,000.00 (Hourly)
Post Construction	\$ <u>2,200.00</u> (Lump Sum)

Total	\$125,800.00
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Currently budgeted and projected funding for the project is as follows:

Design	\$ 75,000.00
Construction	\$ <u>650,000.00</u>
Total	\$725,000.00

Water Utility funding is proposed for the project.

The proposed project time frame is as follows:

	<u>Days</u>	<u>Approx. Date</u>
Preliminary Design	90	January 13, 2020
Final Design	60	March 13, 2020
Bidding	60	May 12, 2020
Construction Admin. & RPR	180	November 8, 2020
Post Construction	60	January 6, 2021

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water Supply Well Replacement – 2020 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER SUPPLY WELL REPLACEMENT – 2020 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, a Professional Services Agreement for the development of the Water Supply Well Replacement – 2020 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Supply Well Replacement – 2020 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of October, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 14, 2019 ("Effective Date") between the City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Water Well Supply Well Replacement – 2020 ("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

- B. The fee breakdown for the Project shall be as follows:

a. Project Management:	\$ 9,000 (lump sum)
b. Preliminary Design Phase:	\$ 19,600 (lump sum)
c. Final Design Phase:	\$ 37,200 (lump sum)
d. Bidding and Negotiation Phase:	\$ 4,500 (lump sum)
e. Construction Administration Phase:	\$ 23,300 (lump sum)
f. RPR Phase:	\$ 30,000 (hourly)
g. <u>Post-Construction Phase:</u>	<u>\$ 2,200 (lump sum)</u>
Total Fee:	\$ 125,800 (estimated)

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on October 14, 2019 (which is the Effective Date of the Agreement).

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.

By: Dr. Eric Jensen

By: Blake Birkel, PE

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 10/7/2019

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

112 E. 5th Street

11717 Burt Street; Ste 210

Carroll, IA 51401

Omaha, NE 68154-1510

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

City desires to construct a new (replacement) well adjacent to the existing Well #11 in Rolling Hills Park. The new well, vertical turbine pump and motor (on VFD), discharge piping and associated electrical/controls will be in a masonry block building constructed on an earthen mound. The target capacity of the new well is 400 gallons per minute (gpm) utilizing a 16" inner casing and 24" conductor casing. In addition, the City would like to include the abandonment of the existing Well #11 and demolition of well building as part of the project.

The work to be performed by JEO shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, construction administration and part-time RPR inspections during the construction of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the City, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working under separate construction contracts to complete the work. The project is being funded using cash reserves of the City (no low-interest loan funding or grant funding is anticipated).

BASIC SCOPE OF SERVICES:

PROJECT MANAGEMENT (ALL PHASES):

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight to ensure scope of services and schedule is met.
 - d. Work with disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.
 - f. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

PRELIMINARY DESIGN PHASE:

30% Design Process

- A. Attend and facilitate one (1) project Initiation/kickoff meeting with Owner/Owner's representatives to review the project scope, schedule, and project requirements.
 - a. *Meeting to be conducted on same day as Water Main Replacements - 2020 project.*
- B. Collect existing data from historical drawings and plans, operational data, public documents or other readily available information.
- C. Review physical constraints of proposed well site location including adjacent structures, planned land use, existing utilities, landownership, site elevation, etc.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- D. Review proposed well site and evaluate IDNR setback requirements to determined proposed location for new well.
- E. Confirm 500-yr floodplain elevation at proposed well site and compare against existing Well #11 and other historical flood records provided by the City to determine proposed height of casing and building floor elevation.
- F. Complete topographic surveys of the project area.
 - a. Establish vertical and horizontal control on the State Plane coordinate system near the project area(s).
 - b. Conduct a topographic survey of the well site location.
 - c. Survey the locations of all physical features within the proposed site locations (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
 - d. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - e. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.
- G. Prepare a demolition plan that identifies the equipment, piping, valves, structures and/or other related components at existing Well #11 that are to be removed as part of the project.
- H. Design site layout for the proposed well location. Site layout to include access plan, grading plan and site piping plan. It is proposed to construct an access road that provides a minimum flat surface of 50-feet to provide easy access to the well for maintenance purposes.
- I. Prepare preliminary well details including well building layout, piping and fitting layout, formation profile, casing size, and pump layout.
- J. Prepare a 30% plan set to include a title sheet, location map, civil plan sheets, well details and appropriate plan and profile sheets to illustrate proposed improvements.
- K. Conduct an internal QA/QC review of the 30% plan set.
- L. Compile a list of permits to be obtained.
- M. Attend one (1) meeting with the Owner to review the preliminary 30% plan set as a plan-in-hand for input and concurrence.
 - a. *Meeting to be conducted on same day as Water Main Replacements - 2020 project.*

FINAL DESIGN PHASE:

60% Design Process

- A. Revise 30% plan set as necessary following input from Owner and internal QA/QC.
- B. Prepare architectural details (floor plan, building elevations, sections, details and schedules) for approximately 12'x20' well building constructed of CMU and wood roof joists. It is assumed that each well building will be of the same general size/configuration as previous Well #17 / Well #18 projects. Building design shall conform to current, approved building program for the Owner.
- C. Coordinate with the electric utility to provide electrical service to the proposed well.
- D. Prepare electrical service and distribution details for the new well location. Electrical details to include electrical service details from power utility, location of transformers, "one-line" diagram, panel details, lighting details, receptacle details, and motor control diagrams.
- E. Prepare a preliminary plan for the water control system including type, location of PLC's, and communication type.
- F. Design heating and ventilation system for the well building.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- G. Prepare a 60% plan set to include the revised sheets from the 30% plan set as well as architectural details for the buildings, electrical service and distribution details, water control system details, and limits of construction.
- H. Prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Notice of Public Hearing, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
- I. Prepare technical specifications related to the materials and installation for the water well construction, electrical service and distribution, water control system and building materials. The current version of SUDAS will be utilized for general civil items.
- J. Prepare a 60% preliminary opinion of cost for the water system improvements.
- K. Conduct an internal QA/QC review of the 60% plan set and specifications.

90% Design Process

- A. Revise 60% plan set, specifications and Contract Documents as necessary following internal QA/QC.
- B. Update engineer's opinion of probable cost.
- C. Conduct an internal QA/QC of the 90% plan set and specifications.
- D. Conduct a 90% review with the Owner of the plans, opinion of probable cost, technical specifications, bidding documents, and contract documents.
 - a. *Meeting to be conducted on same day as Water Main Replacements - 2020 project.*

Design Finalization Process

- A. Revised 90% plan and specification set as necessary following input from Owner, utilities, and internal QA/QC.
- B. Create final plan and specification set and sign/seal by an engineer registered in the State of Iowa.
- C. Prepare a final engineer's opinion of probable cost.
- D. Prepare a Well Water Pollution Prevention Plan (WWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of BMP's, and a manual with procedures, documentation, and monitoring of the WWPPP.
- E. Prepare applicable permit schedules for an IDNR construction permit that is required to construct the water system improvements and assist Owner with the submittal of the permit (*Owner shall be responsible for applicable review fee*).

BIDDING AND NEGOTIATION PHASE:

- A. Obtain approval of plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of an Invitation to Bid to be placed into publication.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request upon receipt of a refundable fee to be determined by Engineer.
- C. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- D. Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- E. Analyze construction bids and prepare a written recommendation will be provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of a construction contract.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION PHASE:

- A. Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning for both groups/contracts. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- B. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer to compare the selected materials and equipment with the specifications to ensure compliance.
- C. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- D. Provide construction staking of the proposed well location, building corners, proposed grading and any site piping improvements.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
 - a. *Progress meetings to be conducted on same day as Water Main Replacements - 2020 project.*
- G. Schedule and conduct progress meetings on a monthly basis with Owner and Contractor at City Hall. It is anticipated that there will be no more than five (5) construction progress meetings.
- H. Consult with and advise Owner during construction regarding all aspects of the project.
- I. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. A list of items (also known as a Punch List) will be produced for the Contractor to complete prior to the entire final payment being released.
- J. Recommend to the Owner the acceptance of the project and complete the necessary certificate. This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

RESIDENT PROJECT REPRESENTATION:

- A. The Resident Project Representation (RPR) will be provided part-time during the construction phase.
- B. The RPR will assist the Engineer with the following tasks:
 - a. Review the progress schedules and schedule of values.
 - b. Communicate with the Engineer regarding suggestions and recommendations made by the Contractor.
 - c. Conduct on-site observations of the Contractor's work.
 - d. Consult with the Engineer regarding scheduling inspections, tests, and system start-ups, and accompany visiting inspectors and technicians during said events.
 - e. Maintain reports of inspections, progress and other pertinent construction data and questions during the construction phase.
 - f. Review payment applications from the Contractor for compliance with the established procedures.
 - g. Participate in final inspection; prepare final list of items to be completed or deficient.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

POST CONSTRUCTION PHASE:

- A. Prepare record drawings to illustrate final location and installation of water system improvements.
- B. Prepare a report of final total project costs.
- C. Submit final documentation to the IDNR included bacteria test results, record drawings, and report of final total project costs to close out construction permit.

PROJECT TIME FRAME:

- A. Preliminary Design Phase – 90 calendar days from authorization to proceed
- B. Final Design Phase – 60 calendar days from preliminary design review meeting
- C. Bidding and Negotiation Phase – 60 calendar days
- D. Construction Admin & RPR Phases – estimate 180 calendar days from Contractor Notice to Proceed
- E. Post Construction Phase – 60 days from acceptance of project

MEETINGS INCLUDED WITH THIS SCOPE:

It is assumed that all design and construction progress meetings will be scheduled on the same day as Water Main Replacements – 2020 project.

- A. Preliminary Design:
 - a. Attendance at design kick-off meeting.
 - b. Attendance at 30% review meeting with City staff.
- B. Final Design:
 - a. Attendance at 90% review meeting with City staff.
- C. Bidding and Negotiation:
 - a. Attendance at Bid Opening.
- D. Construction Phase:
 - a. Attendance at Pre-Construction Conference.
 - b. Attendance at monthly construction progress meetings (assumed a total of 5 meetings).

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Environmental assessment report, if required.
- B. Hydrogeologic evaluation of aquifer.
- C. Coordination of test hole/well drilling.
- D. Geotechnical investigation, report, and soils evaluation services.
- E. Design of a back-up power source for new well.
- F. Land acquisition services and/or preparation of easement documents.
- G. Payment of review and permitting fees.
- H. Construction materials testing.
- I. Prepare a project specific stormwater pollution prevention plan (SWPPP).
- J. Conduct SWPPP inspections and maintain SWPPP logs, inspection reports and maintenance records.
- K. Installation or maintenance of best management practices (BMP's) corresponding to the implementation of the SWPPP.
- L. Compliance with the State Revolving Loan Fund or other funding agency requirements including Davis-Bacon Wage Rate certification and interviews.
- M. Updates to the City's O&M manual.
- N. Meetings not outlined in the scope of services.

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc. GENERAL CONDITIONS

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





JANUARY 1, 2019

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
Project Engineers (E.I.):	\$96.00	-	\$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*

FROM: Randall M. Krauel, Director of Public Works *RMK*

DATE: October 9, 2019

SUBJECT: Water Distribution Main Replacements - 2020
Professional Services Agreement

A Professional Services Agreement for services related to a Water Distribution Main Replacements – 2020 project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design development and construction administration support for a watermain replacement project.

The proposed locations of watermain replacement are as follows:

<u>Location</u>	<u>From</u>	<u>To</u>
East Street	2 nd Street	3 rd Street
Court Street	Bluff Street	Industrial Park Watermain
Crawford Street	3 rd Street	U.P.R.R.
West Street	3 rd Street	U.P.R.R.
U.P.R.R.	Crawford Street	Carroll Street
Bluff Street	Whitney Street	Crawford Street

The scope of services and fees are detailed in the attached, proposed Agreement and summarized as follows:

Project Management	\$ 7,800.00 (Lump Sum)
Preliminary Design	\$ 60,100.00 (Lump Sum)
Final Design	\$ 46,300.00 (Lump Sum)
Bidding	\$ 3,000.00 (Lump Sum)
Construction Administration	\$ 14,900.00 (Lump Sum)
Post Construction	\$ 4,400.00 (Lump Sum)
Total	\$136,500.00

Water Distribution Main Replacements - 2020
Professional Services Agreement
October 9, 2019
Page 2

The estimated project cost is as follows:

Design	\$ 136,500.00
Construction	<u>\$1,000,000.00</u>
Total	\$1,136,500.00

The current budget and Capital Improvements Program include the following proposed funding for the project.

Water Utility Fund – F.Y. 20	\$ 50,000.00
Water Utility Fund – F.Y. 21	<u>\$450,000.00</u>
Total	\$500,000.00

The Water Distribution Main Replacement – 2019 project received one bid in the amount of \$321,746.00. While the unit pricing in the bid appeared favorable compared to the Engineer's estimate, there was not competition in the bidding. In an effort to generate bidding competition, it is proposed to increase the proposed project size to an estimated \$1,000,000.00 construction cost. The additional funding is proposed to be addressed in the F.Y. 19-20 Re-estimated and F.Y. 20-21 Proposed Budget.

The proposed project time frame is as follows:

	<u>Days</u>	<u>Approx. Date</u>
Preliminary Design	90	January 13, 2020
Final Design	60	March 13, 2020
Bidding	60	May 12, 2020
Construction Admin.	180	November 8, 2020
Post Construction	60	January 6, 2021

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water Distribution Main Replacements – 2020 project.

RMK:ds

attachments (3)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2020 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, a Professional Services Agreement for the development of the Water Distribution Main Replacements – 2020 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Distribution Main Replacements – 2020 project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of October, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 14, 2019 ("Effective Date") between the City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Water Distribution Main Replacements – 2020 ("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee breakdown for the Project shall be as follows:
- | | |
|---------------------------------------|----------------------------|
| a. Project Management: | \$ 7,800 (lump sum) |
| b. Preliminary Design Phase: | \$ 60,100 (lump sum) |
| c. Final Design Phase: | \$ 46,300 (lump sum) |
| d. Bidding and Negotiation Phase: | \$ 3,000 (lump sum) |
| e. Construction Administration Phase: | \$ 14,900 (lump sum) |
| f. <u>Post-Construction Phase:</u> | <u>\$ 4,400 (lump sum)</u> |
| Total Fee: | \$ 136,500 (lump sum) |
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on October 14, 2019 (which is the Effective Date of the Agreement).

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.

By: Dr. Eric Jensen

Title: Mayor

Date Signed: _____

Address for giving notices:

City of Carroll

112 E. 5th Street

Carroll, IA 51401



By: Blake Birkel, PE

Title: Project Manager

Date Signed: 10/9/2019

Address for giving notices:

JEO Consulting Group, Inc.

11717 Burt Street; Ste 210

Omaha, NE 68154-1510

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

City desires to construct approximately 4,000 linear feet of water main replacements at various locations within the existing distribution system:

- N. East Street from 2nd Street to 3rd Street
- S. Court Street from Bluff Street to the Industrial Park tie-in location
 - *Private easement to be obtained along route*
- N. Crawford Street from 3rd Street to Union Pacific railroad
- N. West Street from 3rd Street to Union Pacific railroad
- N. Crawford Street to N. Carroll Street parallel to Union Pacific railroad
 - *Assumed UPRR encroachment permit to be obtained in lieu of private easements*
- S. Whitney Street from 1st Street to the dead-end on south and from Whitney Street to the intersection of S. Crawford Street and W. Bluff Street.
 - *Private easement to be obtained along route*

The work to be performed by JEO shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, and limited construction administration services during the construction of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the City, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working under separate construction contract with City to complete the work. The project is being funded using cash reserves of the City (no low-interest loan funding or grant funding is anticipated).

BASIC SCOPE OF SERVICES:**PROJECT MANAGEMENT (ALL PHASES):**

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight to ensure scope of services and schedule is met.
 - d. Work with disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.
 - f. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PRELIMINARY DESIGN PHASE:

30% Design Process

- A. Attend and facilitate one (1) project Initiation/kickoff meeting with Owner/Owner's representatives to review the project scope, schedule, and project requirements.
 - a. *Assumes kickoff meeting to be conducted on same day as Water Supply Well Replacement - 2020 project.*
- B. Collect existing data from historical drawings and plans, operational data, public documents or other readily available information.
- C. Review physical constraints of proposed water distribution main routing including adjacent structures, planned land use, existing utilities, landownership, site elevation, etc.
- D. Complete topographic surveys of the project area.
 - a. Establish vertical and horizontal control on the State Plane coordinate system near the project area(s).
 - b. Conduct a topographic survey of the proposed distribution main routes.
 - i. JEO to submit and obtain necessary permit from Union Pacific Railroad (UPRR) to conduct survey work. *The cost for a UPRR flagger for up to (2) days is included within the JEO fee estimate.*
 - c. Survey the locations of all physical features within the proposed site locations (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
 - d. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - e. Conduct research to determine right-of-way limits. Locate and survey property pins in the project area.
 - f. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.
- E. Prepare preliminary plan and profile for proposed distribution mains utilizing the topographic survey information. The names of all adjacent property owners shall be included on the plans.
- F. Prepare a 30% plan set to include a title sheet, location map and plan/profile sheets to illustrate water distribution main improvements.
- G. Conduct an internal QA/QC review of the 30% plan set.
- H. Compile a list of permits and easements to be obtained.
- I. Attend one (1) meeting with the Owner to review the preliminary 30% plan set as a plan-in-hand for input and concurrence.
 - a. *Meeting to be conducted on same day as Water Supply Well Replacement - 2020 project.*

FINAL DESIGN PHASE:

60% Design Process

- A. Revise 30% plan set as necessary following input from Owner and Internal QA/QC.
- B. Coordinate with Union Pacific Railroad (UPRR) on applicable requirements for the construction of the water main within and/or adjacent to their right-of-way.
- C. Prepare details for valve locations, hydrant locations, and service locations along the water main route. Service lines to be replaced from main to the curb stop (curb stop to also be new).

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- D. Prepare a 60% plan set to include the revised sheets from the 30% plan set along with associated removals and service line information.
- E. Prepare exhibits and legal descriptions for utility easements. It is anticipated two (2) separate easements will be necessary to construct the project.
- F. Prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Notice of Public Hearing, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
- G. Prepare a Special Provisions section to supplement any technical specification requirements applicable to the project that are not covered by the current version of SUDAS specifications.
- H. Prepare a 60% preliminary opinion of cost for the water main replacements.
- I. Conduct an internal QA/QC review of the 60% plan set and specifications.

90% Design Process

- A. Revise 60% plan set, specifications and Contract Documents as necessary following internal QA/QC.
- B. Coordinate with City staff to schedule a utility coordination meeting and participate in meeting.
- C. Update engineer's opinion of probable cost.
- D. Conduct an internal QA/QC of the 90% plan set and specifications.
- E. Conduct a 90% review with the Owner of the plans, opinion of probable cost, special provisions, bidding documents, and contract documents.
 - a. *Meeting to be conducted on same day as Water Supply Well Replacement - 2020 project.*

Design Finalization Process

- A. Revised 90% plan and specification set as necessary following input from Owner, utilities, and internal QA/QC.
- B. Create final plan and specification set and sign and seal by an engineer registered in the State of Iowa.
- C. Prepare a final engineer's opinion of probable cost.
- D. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of BMP's, and a manual with procedures, documentation, and monitoring of the SWPPP.
- E. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to IDNR to obtain an NPDES Storm Water Permit. Owner to pay all permit fees.
- F. Prepare applicable permits for the construction of the water system improvements and assist Owner with the submittal of the permits including (Owner shall be responsible for all applicable review and permitting fees):
 - a. IDNR construction permit
 - b. UPRR encroachment permit (*City responsible for non-refundable \$3,055 fee for the permit*).

BIDDING AND NEGOTIATION PHASE:

- A. Obtain approval of plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of an Invitation to Bid to be placed into publication.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request upon receipt of a refundable fee to be determined by Engineer.
- C. Attend Public Information meeting and provide general overview of pertinent project information to the general public.
- D. Respond to inquiries from prospective bidders and prepare and issue any addenda required.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- E. Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- F. Analyze construction bids and prepare a written recommendation will be provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of a construction contract.

CONSTRUCTION ADMINISTRATION PHASE:

- A. Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning for both groups/contracts. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- B. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- C. Provide construction staking of the proposed water main replacements.
- D. Provide interpretation of the plans and specifications, when necessary.
- E. Schedule and conduct progress meetings on a monthly basis with Owner and Contractor at City Hall.
 - a. *Assumes progress meetings to be conducted on same day as Water Supply Well Replacement – 2020 project.*
- F. Consult with and advise Owner during construction regarding all aspects of the project.
- G. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. A list of items (also known as a Punch List) will be produced for the Contractor to complete prior to the entire final payment being released.
- H. Recommend to the Owner the acceptance of the project and complete the necessary certificate. This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

POST CONSTRUCTION PHASE:

- A. Prepare record drawings to illustrate final location and installation of water system improvements.
- B. Prepare a report of final total project costs.
- C. Submit final documentation to the IDNR included bacteria test results, record drawings, and report of final total project costs to close out construction permit.

PROJECT TIME FRAME:

- A. Preliminary Design Phase – 90 calendar days from authorization to proceed
- B. Final Design Phase – 60 calendar days from preliminary design review meeting
- C. Bidding and Negotiation Phase – 60 calendar days
- D. Construction Admin Phase – estimate 180 calendar days from Contractor Notice to Proceed
- E. Post Construction Phase – 60 days from acceptance of project

JEO Consulting Group, Inc.
SCOPE OF SERVICES

MEETINGS INCLUDED WITH THIS SCOPE:

It is assumed that all design and construction progress meetings will be scheduled on the same day as the Water Supply Well Replacement – 2020 project.

- A. Preliminary Design:
 - a. Attendance at design kick-off meeting.
 - b. Attendance at 30% review meeting with City staff.
- B. Final Design:
 - a. Attendance at Utility Coordination meeting.
 - b. Attendance at 90% review meeting with City staff.
- C. Bidding and Negotiation:
 - a. Attendance at Public Information meeting.
 - b. Attendance at Bid Opening.
- D. Construction Phase:
 - a. Attendance at Pre-Construction Conference.
 - b. Attendance at construction progress meetings on a monthly basis with Owner and Contractor.

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Environmental assessment report, if required.
- B. Geotechnical investigation, report, and soils evaluation services.
- C. Land acquisition services (title searches, appraisals, negotiation and recording with County Register).
- D. Payment of review and permitting fees.
- E. Review of shop drawings provided by the Contractor.
- F. RPR inspections of the contractor's work.
- G. Review and verification of Contractor's pay applications.
- H. Construction materials testing.
- I. Conduct SWPPP inspections and maintain SWPPP logs, inspection reports and maintenance records.
- J. Installation or maintenance of best management practices (BMP's) corresponding to the implementation of the SWPPP.
- K. Compliance with the State Revolving Loan Fund or other funding agency requirements including Davis-Bacon Wage Rate certification and interviews.
- L. Meetings not outlined in the scope of services.

ITEMS TO BE PROVIDED BY THE CITY:

- A. Negotiation with private property owners regarding easements necessary for the project.
- B. Review of Contractor's shop drawing submittals.
- C. Review and processing of pay applications.
- D. RPR inspections and verification/processing of pay applications for water main contract.

JEO Consulting Group, Inc.
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc. GENERAL CONDITIONS

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





JANUARY 1, 2019

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
Project Engineers (E.I.):	\$96.00	-	\$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.



JANUARY 1, 2019

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
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Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *WJP-W*

FROM: Randall M. Krauel, Director of Public Works *RMK*

DATE: October 9, 2019

SUBJECT: Wastewater Treatment Plant Disinfection Improvements
• Change Order No. 1

During initiation of construction of the Wastewater Treatment Plant Disinfection Improvements, underground conditions were encountered that required alteration of the project plans. The plan changes included lowering a manhole to meet the final clarifier effluent elevation, relocation of the effluent flume to avoid existing facilities and relocation of related piping. Proposed Change Order No. 1, in the amount of \$23,839.60, has been prepared to incorporate the changes into the Contract.

The effect of proposed Change Order No. 1 on the Contract cost is as follows:

Original Contract Cost	\$967,530.00
Proposed Change Order No. 1	\$ 23,839.60
Contract Cost w/Change Order	\$991,369.60

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 1 to the Wastewater Treatment Plant Disinfection Improvements Contract in the amount of \$23,839.60.

RMK:ds

attachment



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

September 30, 2019

CHANGE ORDER NO. 1

CITY OF CARROLL, IOWA WASTEWATER TREATMENT PLANT DISINFECTION IMPROVEMENTS

Description

Change Order No. 1 includes the following:

This change order includes modifications to the layout of the piping for the Ultraviolet (UV) Disinfection Building. This includes lowering manhole MH-19 due to the elevation of the existing final clarifier pipe being lower than anticipated, removing existing manhole MH-4, shift the UV Disinfection Building north, shift the effluent flume to the east, provide additional conduit, trenching and wiring for the relocated flume, additional grading, and seeding.

This change order provides for a total add of \$23,839.60.

WOODRUFF CONSTRUCTION, LLC

CITY OF CARROLL, IOWA

By

[Signature]

By

Title

Central Region President

Title

Date

9/30/2019

Date

VEENSTRA & KIMM, INC.

ATTEST:

By

[Signature]

By

Title

PROJECT MANAGER

Title

Date

9/30/2019

Date

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MSP-W*

DATE: October 10, 2019

SUBJECT: Carroll Public Library Furniture Fixtures and Equipment (FFE) Package

- Report of Bid Opening
- Award of Bid

On October 2, 2019, bids for the FFE related to the Carroll Public Library Project were received, opened, and tabulated. The bid package included 15 sections. Bids are to be awarded to the lowest responsive bid for each section. Section 14 is still being reviewed so it is excluded at this time and will be considered at a future date. A total of seven bids were received for the various sections. Attached is a summary of the bids for all of the sections.

All bids received were reviewed for compliance with specifications and totals verified. Following review, it was determined that the lowest responsive bid for each section is as follows:

<u>Section</u>	<u>Responsive Low Bid</u>	<u>Vendor</u>
Section 8 - 3Branch	\$4,717.00	LFI
Section 9 - Allermuir	\$8,242.00	Saxton
Section 10 - Arcadia	\$8,999.88	Pigott
Section 11 - BCI	\$5,738.92	Storey Kenworthy
Section 12 - Bernhardt	\$16,575.04	Storey Kenworthy
Section 13 - Falcon	\$2,002.04	Pigott
Section 14 - Herman Miller	Still Under Review	
Section 15 - IDEON	\$7,525.50	Stone Printing
Section 16 - IOA	\$1,869.40	Stone Printing
Section 17 - Keilhauer	\$4,592.14	Storey Kenworthy
Section 18 - Knoll	\$3,475.49	Saxton
Section 19 - OFS	\$6,089.52	Saxton
Section 20 - Peter Pepper	\$3,944.63	Storey Kenworthy
Section 21 - Sixinch	\$3,823.41	Pigott
Section 22 - Steelcase	\$14,121.38	Workspace
Grand Total	\$ 91,716.35	

Attached to this memo is a letter from OPN Architects discussing the bid opening and their recommendation. OPN is recommending the City reject three of the bids and go with the second low bidder in these cases.

Currently the furniture budget for the Library is as follows:

Shelving:	\$135,913.00	(Actual cost)
End Panels:	\$23,000.00	(OPN suggested to account for edits in design development)
Furniture Except Sec 14:	\$91,716.35	(Actual cost)
Furniture for Section 14:	\$95,000.00	(Estimated Cost)
<u>TOTAL:</u>	<u>\$ 345,629.35</u>	

The budget for the library shelving and furniture had a range of \$388,928 to \$435,072; which based on the current cost and cost estimates is \$43,298.65 under budget.

RECOMMENDATION: Mayor and City Council consideration and approval of bids for the Carroll Public Library Furniture Fixtures and Equipment awarding Section 8 to Library Furniture International in the amount of \$4,717.00; Sections 9, 18 and 19 to Saxton in the amount of \$17,807.01; Section 10, 13, and 21 to Pigott of Des Moines in the amount of \$14,825.33; Section 11, 12, 17, and 20 to Storey Kenworthy in the amount of \$30,850.73; Section 15 and 16 to Stone Printing in the amount of \$9,394.90; and Section 22 to Workspace in the amount of \$14,121.38.



Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

To: City of Carroll, 510 N. Carroll Street, Ste. 2, Carroll, Iowa 51401

Date: October 10, 2019

City of Carroll: Upon reviewing the bid responses submitted for the above referenced project, OPN Architects recommends the City of Carroll accept the following bid submissions per section, as follows:

Section 8 – 3Branch: LFI

Note: Stone Printing was the apparent low bidder, however, we feel the submitted alternate product did not meet the expectations of the product specified as the basis-of-design for the following reasons; finish and size of table top is unclear – the product submitted by Stone is a height adjustable table base. OPN fears a tabletop was not included in the bid and therefore would ultimately increase the price to be more than the LFI bid.

Section 9 – Allermuir: Saxton

Section 10 - Arcadia: Piggot

Note: Stone Printing was the apparent low bidder, however, we feel the submitted alternate product did not meet the expectations of the product specified as the basis-of-design for the following reasons; Stone Printing could not guarantee that the dimensions shown on specifications would match, nor could they guarantee the fabrics specified would be approved for use on the proposed product. OPN does not feel the proposed product achieves the same aesthetic as specified product.

Section 11 – BCI: Storey Kenworthy

Section 12 - Bernhardt: Storey Kenworthy

Note: Stone Printing was the apparent low bidder, however, they only submitted an alternate for 1 of 2 chairs specified in Section 12. Therefore, it is a partial submittal.

Section 13 - Falcon: Pigott

Section 14 – Herman Miller* to be awarded at a later date

Section 15 - IDEON: Stone Printing Office Supply



Section 16 - IOA: Stone Printing Office Supply

Section 17 - Keilhauer: Storey Kenworthy

Section 18 – Knoll: Saxton

Section 19 – OFS: Saxton

Section 20 – Peter Pepper: Storey Kenworthy

Section 21 – Sixinch: Piggot

Section 22 – Steelcase: Workspace

OPN Architects is pleased to offer this recommendation and is looking forward to seeing through the completion of the Library Interior Furnishings project for the City of Carroll. Please feel free to contact me with any questions.

Sincerely,

Mindy Sorg

Contract Interior Designer, on behalf of OPN ARCHITECTS, INC.

BID TABULATION RESULTS



Project: Carroll Public Library
Location: Carroll, IA
Project #: 17842001
Issue Date: September 16, 2016

Bidder	Section 08 3Branch	Section 09 Allermuir	Section 10 Arcadia	Section 11 BCI	Section 12 Bernhardt	Section 13 Falcon	Section 15 IDEON	Section 16 IOA	Section 17 Keilhauer	Section 18 Knoll	Section 19 OFS	Section 20 Peter Pepper	Section 21 Sixinch	Section 22 Steelcase
Piggot	NO BID	NO BID	\$8,999.88	NO BID	NO BID	\$2,002.04	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$3,823.41	NO BID
LFI	\$4,717.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Saxton	NO BID	\$8,242.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$3,475.49	\$6,089.52	NO BID	NO BID	NO BID
Stone Printing	\$3,053.48	NO BID	\$6,474.72	NO BID	\$10,343.70	NO BID	\$7,525.50	\$1,869.40	NO BID	NO BID	\$7,505.74	\$4,033.02	NO BID	NO BID
Storey Kenworthy	NO BID	NO BID	NO BID	\$5,738.92	\$16,575.04	NO BID	\$7,540.16	NO BID	\$4,592.14	NO BID	\$6,851.85	\$3,944.63	NO BID	NO BID
Triplett	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$4,346.69	NO BID
Workspace	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$8,467.20	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$14,121.38

	Alternate Submitted
	Partial Section Submitted
	ONP Recommended Award

SUGGESTED BID AWARDS	\$4,717.00	\$8,242.00	\$8,999.88	\$5,738.92	\$16,575.04	\$2,002.04	\$7,525.50	\$1,869.40	\$4,592.14	\$3,475.49	\$6,089.52	\$3,944.63	\$3,823.41	\$14,121.38
													TOTAL	\$91,716.35

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MPW*

DATE: October 10, 2019

SUBJECT: Carroll Public Library Security Cameras

- Report of Bid Opening
- Award of Bid

On October 10, 2019, bids for security cameras for the Carroll Public Library project were received, opened, and tabulated. Two bids were received. The bids are as follows:

Drees Co.	\$18,696.00
Feld Security	\$18,731.00

All bids received were reviewed for compliance with specifications and totals verified. Following review, it was determined that the bid submitted by Drees Co. meets all required specifications at a total bid price of \$18,696.00.

The security cameras were included in the miscellaneous line item of the budget which was \$391,055.04. To date \$250,861.04 has been spent or committed out of the miscellaneous part of the project budget. It is expected the miscellaneous line item will remain under budget.

RECOMMENDATION: Mayor and City Council consideration and approval of bids for the Carroll Public Library security cameras from Drees Co. at their bid price of \$18,696.00.

CITY OF CARROLL

BID OPENING REPORT

Project: CARROLL PUBLIC LIBRARY CAMERA

Date: Thursday, October 10, 2019

Contractor	Bid Price
1. Drees Co.	\$18,696.00
2. Feld Security	\$18,731.00
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Signed: Debra K. Doebzinger

Date: 10/10/2019

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
THE BIDS HAVE BEEN COMPLETELY REVIEWED.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Jack Wardell, Director of Parks and Recreation

fw

DATE: October 8, 2019

SUBJECT: Carroll Trails Improvement 2019 - Change Order No. 2

During construction of the 2019 trails project, three changes have been made to the project. These changes are listed below:

Removal of Curb: Additional \$3,895.00

By the Carroll High School entrances and exits where there are curbs, the new trail went through the curb work and to allow better drainage and appearance additional curb was removed. Quantity changed from 125.0 LF to 220.0 LF @ 41.00/LF.

Detectable Warnings: Additional \$1,722.00

Drawings show the detectable warning panels about 2 ft back for the curved curb and City staff recommended to relocate the detectable warning panels to be curved to match the road and curb. Attached is a photo showing the final placement.

Modular Block Retaining Wall: Additional \$2,990.00

Instead of constructing the north wall as planned the decision was made jointly with the City to construct the north wall at a 6' offset so both walls would look the same. By moving the wall back, a taller retaining wall was necessary. This quantity reflects the additional quantity of block required to construct the north wall at a 6' offset from the trail. This increased the quantity by 130 SF.

Subdrain Outlets for Retaining Wall: Additional \$1,584.80

Add Bid Item for Subdrain Outlets for Retaining Wall, Quantity (1.0) Lump Sum. A wet spot was encountered within the embankment behind the retaining walls. The item for retaining wall construction includes subdrain to be installed behind the wall allowing the embankment to drain. This traditionally outlets at the ends of the wall, in this case over the trail. Due to the wet pocket encountered the decision to extend the subdrain under

the trail and outlet on the downstream side end to keep the trail dry. Item shall be measured as “lump sum” cost.

Original Contract Cost	\$738,016.66
Change Order #1 (Approved)	<u>\$ 34,556.08</u>
Contract with Change Order #1	\$772,572.74
Change Order #2 (Proposed)	<u>\$ 10,191.80</u>
Contract with Change Order #2	\$782,764.54

RECOMMENDATION: For the Mayor and City Council consideration and approval of Change Order No. 2 for \$10,191.80 bringing the total cost of the project to \$782,764.54

Date of Issuance: October 08, 2019
Owner: City of Carroll
Contractor: Absolute Concrete Construction
Engineer: Shive-Hattery, Inc.
Project: City of Carroll – 2019 Trail Improvements

Effective Date: October 08, 2019
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 4173200
Contract Name: City of Carroll – 2019
Trail Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:


1. Adjustment of Item Quantities:
 - a. Removal of Curb, Item No. 15, 7030-B-1000, quantity change from 125.0 LF to 220.0 LF @ \$41.00/LF for an increase of **\$3,895.00**.
 - b. Detectable Warnings, Item No. 18, 7030-G-1000, quantity change from 76.0 SF to 104.0 SF @ \$61.50/SF for an increase of **\$ 1,722.00**.
 - c. Modular Block Retaining Wall, Item No. 32, 9070-A-1000, quantity change from 952.0 SF to 1,082.0 SF @ \$23.00/SF for an increase of **\$2,990.00**.
 - d. Subdrain Outlet for Retaining Wall, Add Item No. 40, 4040-D-1000,
 - i. Add quantity for extension of subdrain under trail and installation of outlets.
 - ii. Set quantity to 1.0 (Lump Sum) @ \$1,584.80 for an increase of **\$1,584.80**.

Change Order 2 Total Increase of \$10,191.80

Attachments: This change order does not require changes to plan sheets. An opinion of anticipated construction costs for the final plans, bid alternate, change order 1, and quantity revisions listed above have been included.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: June 28, 2019
\$ 738,016.66 (includes acceptance of 6" Trail Bid	Substantial Completion: <u>December 1, 2019</u>
Alternate	Ready for Final Payment: <u>December 1, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : NA
\$ <u>34,556.08</u>	Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>772,572.74</u>	Substantial Completion: <u>December 1, 2019</u> Ready for Final Payment: <u>December 1, 2019</u> days or dates
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>10,191.80</u>	Substantial Completion: <u>December 1, 2019</u> Ready for Final Payment: <u>December 1, 2019</u>

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 782,764.54	Substantial Completion: <u>December 1, 2019</u>
	Ready for Final Payment: <u>December 1, 2019</u>
	days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>October 8, 2019</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CITY OF CARROLL, IOWA
OPINION OF ANTICIPATED CONSTRUCTION COSTS (FINAL PLANS); CHANGE ORDER 2
BALL FIELD AND GRANT RD TRAILS - OCTOBER 08, 2019

#	ITEM CODE	CHANGE ORDER #	ITEM DESCRIPTION	UNITS	QUANTITIES			ABSOLUTE CONCRETE CONSTR. UNIT COST	COSTS		
					GRANT TRAIL	BASEBALL TRAIL	TOTAL		GRANT TRAIL	BASEBALL TRAIL	TOTAL
1	2010-B-1000	1	CLEARING AND GRUBBING	UNITS	224.1	23.9	248.0	* \$ 77.00	= \$ 17,255.70	\$ 1,840.30	\$ 19,096.00
2	2010-D-1000		TOPSOIL, ON-SITE	CY	2110.2	1791.6	3901.8	* \$ 9.25	= \$ 19,519.35	\$ 16,572.30	\$ 36,091.65
3	2010-E-1010	1	EXCAVATION, CLASS 10	CY	381.4	677.6	1059.0	* \$ 8.25	= \$ 3,146.55	\$ 5,590.20	\$ 8,736.75
4	2010-E-2000	1	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISH	CY	4547.0	1251.2	5798.2	* \$ 16.00	= \$ 72,752.00	\$ 20,019.20	\$ 92,771.20
5	4020-A-1012		STORM SEWER, TRENCHED, CMP, 12 IN.	LF	-	22.0	22.0	* \$ 72.00	= -	\$ 1,584.00	\$ 1,584.00
6	4020-A-1018		STORM SEWER, TRENCHED, RCP, 18 IN.	LF	80.0	-	80.0	* \$ 77.00	= \$ 6,160.00	-	\$ 6,160.00
7	4020-A-1024		STORM SEWER, TRENCHED, RCP, 24 IN.	LF	114.0	-	114.0	* \$ 98.00	= \$ 11,172.00	-	\$ 11,172.00
8	4020-C-1018		REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	36.0	-	36.0	* \$ 26.00	= \$ 936.00	-	\$ 936.00
9	4020-C-1024		REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	8.0	-	8.0	* \$ 36.00	= \$ 288.00	-	\$ 288.00
10	4030-B-1012		APRONS, METAL, 12 IN.	EA	-	2	2	* \$ 565.00	= -	\$ 1,130.00	\$ 1,130.00
11	4030-B-1018		APRONS, CONCRETE, 18 IN.	EA	2	-	2	* \$ 770.00	= \$ 1,540.00	-	\$ 1,540.00
12	4030-B-1024		APRONS, CONCRETE, 24 IN.	EA	5	-	5	* \$ 875.00	= \$ 4,375.00	-	\$ 4,375.00
13	5020-F-1000		VALVE BOX EXTENSION	EA	1	-	1	* \$ 360.00	= \$ 360.00	-	\$ 360.00
14	7030-A-1006	1	REMOVAL OF SIDEWALK	SY	-	-	0.0	* \$ 12.93	= -	-	\$ -
15	7030-B-1000	2	REMOVAL OF CURB	LF	220.0	-	220.0	* \$ 41.00	= \$ 9,020.00	-	\$ 9,020.00
16	7030-D-1012	1	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	5338.0	5341.7	10679.7	* \$ 3.10	= \$ 16,547.80	\$ 16,559.27	\$ 33,107.07
17	7030-E-1006	1	TRAIL, PCC, 6 IN.	SY	3818.6	3564.9	7383.5	* \$ 44.50	= \$ 169,927.70	\$ 158,638.94	\$ 328,566.64
18	7030-G-1000	2	DETECTABLE WARNINGS	SF	88.0	16.0	104.0	* \$ 61.50	= \$ 5,412.00	\$ 984.00	\$ 6,396.00
19	8020-C-1000		PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	2.4	-	2.4	* \$ 1,025.00	= \$ 2,460.00	-	\$ 2,460.00
20	8030-A-1000		TEMPORARY TRAFFIC CONTROL	LS	0.5	0.5	1	* \$ 6,100.00	= \$ 3,050.00	\$ 3,050.00	\$ 6,100.00
21	9010-B-1010		HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	2.5	2.2	4.7	* \$ 4,750.00	= \$ 11,875.00	\$ 10,450.00	\$ 22,325.00
22	9010-B-1040		HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 4	AC	2.2	2.0	4.2	* \$ 3,500.00	= \$ 7,700.00	\$ 7,000.00	\$ 14,700.00
23	9010-F-1009		FILTER SOCK, 9 IN.	LF	492.0	709.0	1201.0	* \$ 4.00	= \$ 1,968.00	\$ 2,836.00	\$ 4,804.00
24	9010-F-1020		FILTER SOCK, REMOVAL	LF	492.0	709.0	1201.0	* \$ 1.00	= \$ 492.00	\$ 709.00	\$ 1,201.00
25	9040-A-1000		SWPPP PREPARATION	LS	0.5	0.5	1	* \$ 1,000.00	= \$ 500.00	\$ 500.00	\$ 1,000.00
26	9040-A-2000		SWPPP MANAGEMENT	LS	0.5	0.5	1	* \$ 4,500.00	= \$ 2,250.00	\$ 2,250.00	\$ 4,500.00
27	9040-J-1000		RIPRAP, CLASS D	TON	66.0	-	66.0	* \$ 57.00	= \$ 3,762.00	-	\$ 3,762.00
28	9040-N-1000		SILT FENCE	LF	4920.0	7086.0	12006.0	* \$ 1.75	= \$ 8,610.00	\$ 12,400.50	\$ 21,010.50
29	9040-N-1010		SILT FENCE, REMOVAL OF SEDIMENT	LF	2460.0	3543.0	6003.0	* \$ 0.10	= \$ 246.00	\$ 354.30	\$ 600.30
30	9040-N-1020		SILT FENCE, REMOVAL OF DEVICE	LF	4920.0	7086.0	12006.0	* \$ 0.25	= \$ 1,230.00	\$ 1,771.50	\$ 3,001.50
31	9060-A-1048		CHAIN LINK FENCE, BLACK VINYL, 48 IN.	LF	50.0	-	50.0	* \$ 45.00	= \$ 2,250.00	-	\$ 2,250.00
32	9070-A-1000	2	MODULAR BLOCK RETAINING WALL	SF	-	1082.0	1082.0	* \$ 23.00	= -	\$ 24,886.00	\$ 24,886.00
33	11010-A-1000		CONSTRUCTION SURVEY	LS	0.5	0.5	1.0	* \$ 15,000.00	= \$ 7,500.00	\$ 7,500.00	\$ 15,000.00
34	11020-A-1000		MOBILIZATION	LS	0.5	0.5	1.0	* \$ 55,000.00	= \$ 27,500.00	\$ 27,500.00	\$ 55,000.00
35	11050-A-1000		CONCRETE WASHOUT	EA	1	1	2	* \$ 565.00	= \$ 565.00	\$ 565.00	\$ 1,130.00
36	SPECIAL 2524		REMOVE AND REINSTALL SIGN AS PER PLAN	EA	1	-	1	* \$ 770.00	= \$ 770.00	-	\$ 770.00
37	SPECIAL 2524		PERFORATED SQUARE STEEL TUBE POST	LF	54.0	-	54.0	* \$ 20.50	= \$ 1,107.00	-	\$ 1,107.00
38	SPECIAL 2524		PERFORATED SQUARE STEEL TUBE POST ANCHOR	EA	5	-	5	* \$ 310.00	= \$ 1,550.00	-	\$ 1,550.00
39	SPECIAL 2524		TYPE A SIGN, SHEET ALUMINUM	SF	38.0	-	38.0	* \$ 20.50	= \$ 779.00	-	\$ 779.00
40	4040-D-1000	2	SUBDRAIN OUTLETS FOR RETAINING WALL	LS	-	1.0	1.0	* \$ 1,584.80	= -	\$ 1,584.80	\$ 1,584.80
BID ALTERNATE: 6 FOOT TRAIL CONNECTION											
1	2010-D-1000		TOPSOIL, ON-SITE	CY	-	-	97.3	* \$ 31.00	= -	-	\$ 3,016.30
2	2010-E-1010		EXCAVATION, CLASS 10	CY	-	-	59.0	* \$ 20.50	= -	-	\$ 1,209.50
3	2010-E-2000		EMBANKMENT-IN-PLACE, CONTRACTOR FURNISH	CY	-	-	32.5	* \$ 30.75	= -	-	\$ 999.38
4	7030-A-1006	1	REMOVAL OF SIDEWALK	SY	-	-	73.3	* \$ 12.93	= -	-	\$ 947.77
5	7030-D-1012		SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	-	-	437.1	* \$ 5.25	= -	-	\$ 2,294.78
6	7030-E-1006		TRAIL, PCC, 6 IN.	SY	-	-	295.3	* \$ 68.00	= -	-	\$ 20,080.40
7	9010-B-1010		HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	-	-	0.2	* \$ 4,250.00	= -	-	\$ 850.00
8	9010-B-1040		HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 4	AC	-	-	0.2	* \$ 3,500.00	= -	-	\$ 700.00
9	9010-F-1009		FILTER SOCK, 9 IN.	LF	-	-	150.0	* \$ 3.50	= -	-	\$ 525.00
10	9010-F-1020		FILTER SOCK, REMOVAL	LF	-	-	150.0	* \$ 1.00	= -	-	\$ 150.00
11	9040-N-1000		SILT FENCE	LF	-	-	600.0	* \$ 1.60	= -	-	\$ 960.00
12	9040-N-1010		SILT FENCE, REMOVAL OF SEDIMENT	LF	-	-	300.0	* \$ 0.10	= -	-	\$ 30.00
13	9040-N-1020		SILT FENCE, REMOVAL OF DEVICE	LF	-	-	600.0	* \$ 0.25	= -	-	\$ 150.00

CONSTRUCTION COST TO DATE

\$424,576.10 \$326,275.32 \$782,764.54

ORIGINAL BID AMOUNT INCLUDING BID ALTERNATE

CHANGE ORDER 1

CHANGE ORDER 2

10% PROJECT CONTINGENCY AT PROJECT AWARD MINUS CHANGE ORDERS

ORIGINAL ESTIMATE OF CONSTRUCTION INCLUDING 10% CONTINGENCY

\$738,016.66

\$34,556.08

\$10,191.80

\$31,352.12

\$814,116.66

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

FROM: Mike Pogge-Weaver, City Manager *M. P. W.*

DATE: October 10, 2019

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) –
2. Board of Adjustment (meets 1st Monday of month) –
3. Planning and Zoning Commission (meets 2nd Wednesday of month) –
4. Carroll Airport Commission (meets 2nd Monday of month) –
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) – **September 16, 2019**
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **October 8, 2019**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES

September 16, 2019 @ 5:15 P.M.

Council Chambers – City Hall

The Parks, Recreation and Cultural Board met on this date at 5:15 p.m. at Carroll City Hall. Members Present: Jeff Aden, Matt Hodges, Brook Mikkelsen Ryan Milligan, Clay Netusil and Lois Neu. Absent: Summer Boes and Christine Dirkx. Staff Present: Jack Wardell, Director of Parks and Recreation.

The meeting was called to order at 5:15 P.M.

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It was moved by Milligan and seconded by Neu to approve the September 16, 2019 agenda as presented. All present voted Aye.

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It was moved by Aden and seconded by Hodges to approve the July 15, 2019 minutes. All present voted Aye.

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Wardell reviewed the Parks and Recreation Director Report. No action required.

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Pat Tigges updated the board on the status of the Northeast Park Playground and their ideas of the Miracle Field. No action taken,

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Board recommended to staff to look at a trail connection on E. Pleasant Ridge to Grant Road then proceed north along city property to 1st Street as the next phase of the trail project. All present voted Aye.

* * * * *

Wardell mentioned the City Council will be talking about a possible new location for the Pickleball Complex. More information will be brought forward in the near future. No action taken.

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Wardell talked about the current Carroll Recreation Center Building Improvements project. No action taken.

* * * * *

Wardell reviewed the summer outdoor pool season. No action taken.

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It was moved by Mikkelsen seconded by Hodges to adjourn at 6:42 pm. All present voted Aye.

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
EXECUTIVE BOARD MEETING--UNOFFICIAL MINUTES

October 8, 2019

1. The meeting was called to order at 7:00 a.m. by Vice Chairman Dr. Eric Jensen, in the office at the Carroll County Recycling Center. Others in attendance were Harvey Dales, City of Manning; Mike Schwabe, City of Breda; and Rich Ruggles, Carroll County Supervisor. Also attending were Mary Wittry, Director; Dan Halbur, Office Manager; and Karen Monical, Education Coordinator.
2. Agenda: Dales made the motion to approve the agenda and Ruggles seconded. Motion carried, all voting aye.
3. Dales made the motion and Ruggles seconded to approve the minutes of the Executive Board meeting on September 10, 2019. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable--see attached. Wittry went over the following: Bomgaars--\$1883--air compressor and supplies; Carroll Glass--\$2900--automatic door; Foth--\$21625--cell construction, general, survey, and groundwater; Iowa Communities Assurance Pool--\$25076--liability and property insurance; J.B. Holland Construction--\$56667--cell construction pay app.# 6; Metro Waste Authority--\$4787--hazardous waste program; Midwest Wholesale--\$6685--fence poles; Websites to Impress--\$12922--social media and website maintenance. Schwabe made the motion and Ruggles seconded to approve the bills as presented. Motion carried, all voting aye.
5. Halbur presented the financial report --see attached. Dales made the motion and Schwabe seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Wittry discussed long range planning and the benefits of a Facility Strategic Plan. Dales made the motion and Ruggles seconded to approve Foth's proposal not to exceed \$110400.00 for a Facility Strategic Plan. Motion carried, all voting aye.
7. Wittry updated the board on the progress of the recycling modification, cell construction, solar, and conveyor belts replacement projects.
8. Recycling update: Wittry reported on low prices and that all products continue to move.
9. Composting workshops: Wittry reported that over 80 participants attended 2 composting workshops held at the Recycling Center.
10. Landfill update: Wittry reported on landfill conditions and the 963 track loader is for sale.
11. Yard waste update. Additional information will be brought forward at the next board meeting.
12. Next meeting date: Tuesday, November 12, 2019 at 7:00 a.m.
13. Other: None
14. Ruggles made the motion and Schwabe seconded to adjourn the meeting at 7:44 a.m. Motion carried, all voting aye.

Respectfully submitted by:

Dan Halbur